

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

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EMILY BELEN,

Plaintiff,

Case No.: 26-cv-05792

COMPLAINT

JURY TRIAL DEMAND

- against -

**URBAN RESOURCE INSTITUTE, NEPTUNE DARBY,
ELYSE BARBELL, and LESLIE SAMUEL-YOUNG,**

Defendants.

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Plaintiff Emily Belen (“Plaintiff”), by and through her attorneys, Filippatos PLLC, hereby alleges against Defendants Urban Resource Institute (“URI” or the “Institute”), Neptune Darby (“Ms. Darby”), Elyse Barbell (“Ms. Barbell”), and Leslie Samuel-Young (“Ms. Samuel-Young”) (together the “Individual Defendants”) (altogether, “Defendants”) in support of her claims of discrimination and harassment on the basis of her race and national origin (Hispanic/Latina), disability discrimination, interference with and retaliation for exercise of her rights under the Family and Medical Leave Act, and retaliation, as follows:

NATURE OF THE CASE

1. Plaintiff brings this action alleging that Defendants have violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq. (“Title VII”); Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“Section 1981”); the Family and Medical Leave Act, 29 U.S.C. §§ 2601 et seq. (“FMLA”); the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. (“ADA”); 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”).

2. 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 against, harassed, and retaliated against by URI and the Individual Defendants on the basis of her race and national origin (Hispanic/Latina), her disability (diabetes), and her exercise of FMLA rights.

JURISDICTION AND VENUE

3. Jurisdiction of this Court is proper under 28 U.S.C. §§ 1331 and 1343 as Plaintiff alleges claims pursuant to Title VII, Section 1981, the FMLA, and the ADA.

4. The Court has supplemental jurisdiction over Plaintiff’s claims under the NYSHRL and the NYCHRL pursuant to 28 U.S.C. § 1367(a).

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as URI maintains its principal place of business at 205 East 42nd Street, New York, NY 10017, within the Southern District of New York, and a substantial part of the acts complained of herein occurred therein.

6. All conditions precedent to the institution of this action have been fulfilled. Plaintiff has filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), bearing Charge No. 520-2025-07964, and received a Notice of Right to Sue on April 9, 2026.

PARTIES

7. Plaintiff Emily Belen is a Hispanic/Latina woman residing in the State of New York who was employed by Defendants from October 10, 2000 until July 1, 2026.

8. At all times relevant hereto, Defendant Urban Resource Institute (“URI” or the “Institute”) was and is a domestic non-profit organization maintaining its principal place of business at 205 East 42nd Street, 13th Floor, New York, NY 10017. URI operates domestic violence shelters and programs serving vulnerable populations, including women and children. Plaintiff worked at URI’s shelter facility known as WSS1.

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

10. Upon information and belief, at all times relevant hereto, Defendant Neptune Darby was an individual residing in the State of New York, as well as an employee of URI holding the position of Senior Director, and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff’s employment, or to otherwise influence the decision-making regarding same.

11. Upon information and belief, at all times relevant hereto, Defendant Leslie Samuel-Young was an individual residing in the State of New York, as well as an employee of URI holding the position of Senior Vice President, and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff’s employment, or to otherwise influence the decision-making regarding same.

12. Upon information and belief, at all times relevant hereto, Defendant Elyse Barbell was an individual residing in the State of New York, as well as an employee of URI holding the position of Vice President of People & Culture, and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff’s employment, or to otherwise influence the decision-making regarding same.

13. At all times relevant hereto, Plaintiff was an employee of URI within the meaning of all applicable statutes.

MATERIAL FACTS

I. Plaintiff's Nearly 25 Years of Exceptional and Indispensable Service to URI

14. Plaintiff Emily Belen is a dedicated professional who devoted more than 25 years of her career to URI, beginning her employment on October 10, 2000. Throughout her long tenure, Ms. Belen consistently demonstrated her commitment to URI's mission, repeatedly going above and beyond her designated responsibilities as Program Assistant at WSS1.

15. As a Program Assistant, Ms. Belen's primary duties included administrative work such as monthly billings and updating databases. At the time of the events described herein, she earned a salary of \$47,000 per year, with no bonus or commission.

16. Throughout her career, Ms. Belen maintained one hundred percent billing accuracy month after month. She was so reliable and meticulous in this function that URI routinely selected her to train other Program Assistants on billing procedures. Far from being a source of billing problems, Ms. Belen continually identified and reported to management if any Residential Specialists were failing to obtain required signatures and documentation, thereby causing URI to suffer avoidable revenue losses – deficiencies she flagged with specificity and requested management address.

17. Ms. Belen was also an extraordinarily dedicated employee who regularly worked far beyond her contracted hours. Despite her shift officially ending at 5:30 PM, she frequently stayed until 7:00 or 8:00 PM to ensure adequate coverage, address staff and resident issues, coordinate with city agencies, and ensure continuity of services – particularly during the extended periods when no Program Director was on site. This commitment was not limited to a

few isolated occasions but recurred repeatedly over a span of years.

18. URI's own senior leadership acknowledged in writing that WSS1 "does not seem to retain Directors for long periods of time" and that, as a result of Ms. Belen's work with former directors, "she had been sought out to 'manage' the program in the absence of a director's leadership when there was none." This is not a characterization Plaintiff alone advances – it is an admission by URI's own Senior Vice President (Ms. Samuel-Young) that Ms. Belen functioned as a Program Supervisor, not merely a Program Assistant, managing the entire program during Director vacancies.

19. Other members of URI's leadership recognized Ms. Belen's outstanding contributions. Evelyn Cardona, Administrative Director of Social Services at Human Resources Administration, specifically praised Ms. Belen for her high-quality work and diligence.

20. Despite URI's reliance on Ms. Belen's exceptional institutional knowledge and her consistent assumption of Director-level responsibilities, URI systematically denied Plaintiff the promotion, title, and compensation that should have accompanied such responsibilities – a denial driven by discriminatory animus toward her as a Hispanic employee, as set forth below.

II. URI Denies Ms. Belen Rightfully Earned Compensation and Promotions While Exploiting Her Labor (2022–2024)

21. As early as 2022, URI began disregarding Ms. Belen's hard work and contributions. In a performance review she received in 2022, Ms. Belen was given a passing review that completely failed to acknowledge the additional duties she had undertaken beyond her designated responsibilities. Despite her exceptional performance, she did not receive any of the additional merits that URI simultaneously provided to Plaintiff's similarly situated peers.

22. In October 2023, Ms. Belen's then-supervisor, Program Director Maria Garay,

formally endorsed a \$5,000 salary increase for Ms. Belen. The endorsement was not a mere “informal discussion” – Director Garay was specifically asked by upper management to submit a written justification explaining why Ms. Belen deserved the increase, which she did. There was documented communication back and forth between Director Garay and URI leadership regarding this endorsement prior to Director Garay’s resignation in late October 2023. Upon information and belief, the salary increase was thereafter formally reviewed at a management-level meeting at which multiple site leaders voted on endorsed staff increases. Several members of leadership supported Ms. Belen’s increase; however, Defendant Samuel-Young ultimately denied it at the final decision-making stage, without providing any explanation to Ms. Belen.

23. On December 6, 2023, Plaintiff followed up with Defendant Samuel-Young via email, with copies to Amanda Eckhardt, Chief Program Officer, and Tiffany Singh, Director of People & Culture, requesting the status of the previously approved and endorsed \$5,000 salary increase.

24. Despite this formal written communication, Ms. Samuel-Young provided no response. By January 5, 2024, when the increase was not reflected in Ms. Belen’s paycheck, she again complained directly to Ms. Samuel-Young, who continued to ignore her legitimate requests.

25. Ms. Belen’s attempts to resolve this matter extended through March 1, 2024, when she specifically inquired whether the increase would be made retroactive to October 2023 – and again received no substantive response.

26. Rather than being told the increase was denied, Ms. Belen was met with silence, creating the impression that the matter remained under review, while the compensation she had legitimately earned was withheld.

27. And yet, despite having been denied a salary increase, beginning in March 2024, Ms. Belen was required to perform the additional duties of the Program Director position, which had been vacant since October 2023, in addition to her own job duties, without any salary increase. Despite effectively fulfilling these responsibilities in addition to her regular duties, when Ms. Belen inquired about whether her title could be upgraded in recognition of this expanded role, her request was ignored.

28. In March 2024 alone, Ms. Belen was required to perform the duties not only of Program Director but also Case Manager and Housing Specialist simultaneously, in addition to her Program Assistant role – all without appropriate compensation or title.

29. The Housing Specialist responsibilities placed particular and unfair burdens on Ms. Belen. She was placed under pressure by Ms. Samuel-Young and residents to ensure that housing packets were carefully prepared and submitted to HRA by strict deadlines, as any delay could result in residents losing opportunities for permanent housing placement. This work required specialized knowledge outside Ms. Belen's job description, and she was expected to learn and execute it within one day, with minimal assistance.

30. Despite these constraints, Ms. Belen successfully learned the housing submission process and submitted the required housing packets, continuing to work on housing applications for several weeks thereafter due to repeated errors made by the broker. She completed these tasks without proper training, proper authorization from the outset, or any appreciation from Ms. Samuel-Young.

III. URI Ignores Ms. Belen's Nine Documented Complaints of Discrimination Against Hispanic Residents (December 2023–May 2024)

31. Throughout her tenure, Ms. Belen witnessed and reported a persistent and

documented pattern of discrimination against Hispanic residents at WSS1. Because there were no Spanish-speaking staff members on site after 5:30 PM, Spanish-speaking residents who experienced mistreatment during the evening hours had no choice but to wait until Ms. Belen arrived the following morning to report their concerns.

32. Ms. Belen, who was managing the WSS1 site in the absence of a Program Director, personally collected written statements from residents, provided them with complaint forms, and formally submitted those complaints to senior management – including Defendant Samuel-Young and interim leadership. Plaintiff filed nine such formal complaints between December 2023 and May 2024.

33. Non-Hispanic residential specialists working the night shift consistently referred to Hispanic residents by dehumanizing collective labels such as the “Hispanic ones,” “Spanish ones,” “Spanish Group,” and “Spanish Women” rather than using residents’ individual names – despite having access to an in-house census listing all residents’ names. URI’s selective non-enforcement of its own anti-discrimination policies when it came to conduct targeting Hispanic individuals demonstrated that those policies provided no actual protection to Ms. Belen, other Hispanic employees, or Hispanic residents.

34. The documented record of Ms. Belen’s complaints is extensive and specific. On December 4, 2023, Ms. Belen forwarded to Ms. Samuel-Young a formal complaint from resident Elizabeth Frias regarding Ms. Rochester, a non-Hispanic Residential Specialist, who had made Ms. Frias and her son feel unsafe at the facility.

35. Just four days later, on December 8, 2023, Ms. Belen reported two additional complaints from Hispanic residents – Ms. Davila and Ms. Frias – to Ms. Samuel-Young, regarding disrespectful treatment by two non-Hispanic staff members, Ms. Davis and Ms.

Rochester. Despite these formal complaints, Ms. Samuel-Young took no remedial action.

36. On March 25, 2024, Ms. Belen sent a complaint email to Ms. Samuel-Young and copied Interim Program Director Ms. Kelley, reporting that two Hispanic residents – Ms. Abarca and Ms. Agudelo – had been discriminated against, denied access to cutlery, and prevented from using the water cooler by Ms. Davis, a non-Hispanic Residential Specialist Supervisor. In this same communication, Ms. Belen specifically noted that coworkers were collectively referring to Hispanic residents as the “Spanish Group” and “Spanish Women” rather than by their names.

37. While Ms. Samuel-Young responded that she would come to the shelter the following day to possibly meet with residents – acknowledging, “I would hate that they decided to leave because they feel they have been discriminated against” – neither she nor Ms. Kelley ever appeared, once again abandoning the Hispanic residents and their legitimate concerns. Despite repeated assurances from management that meetings would be held and investigations conducted, no such meetings ever took place, no residents were ever interviewed, and URI never produced any investigative findings to Ms. Belen despite her repeated requests.

38. On April 1, 2024, Ms. Belen forwarded a complaint from Ms. Agudelo, who was reporting for the second time that staff member Ms. Roberts was showing bias toward her and her two Hispanic children.

39. On April 12, 2024, Ms. Belen reported that Ms. Davis had arbitrarily reassigned Ms. Abarca’s laundry slot to a non-Hispanic resident, resulting in an altercation.

40. On April 15, 2024, Ms. Belen forwarded another complaint from Ms. Abarca, who reported feeling “embarrassed, intimidated and very uncomfortable” due to Ms. Davis’s conduct toward her.

41. Most alarmingly, on May 7, 2024, Ms. Belen sent a complaint email regarding

three Hispanic residents – Ms. Abarca, Ms. Callejas, and Ms. Agudelo – who had filed formal written grievances against resident Ms. Fitzroy and Residential Specialist Supervisor Ms. Davis. The three residents reported that Ms. Fitzroy had been “aggressively screaming racial slurs and cursing at them,” declaring “these Spanish motherf*ckers need to go!” in clear violation of URI’s stated zero-tolerance policy for threatening or violent behavior – particularly egregious given that the facility is a designated safe haven for victims of domestic abuse.

42. Despite the severity of these allegations, the resident who screamed these racial slurs faced absolutely no disciplinary action, and Ms. Samuel-Young and Ms. Kelley again failed to take any appropriate corrective action. URI’s failure to discipline the perpetrator of this blatant racist conduct, despite its stated zero-tolerance policy, demonstrates that discrimination against Hispanic individuals was actively tolerated and condoned by management.

43. Maritza Torres, Cook, and Sonia Rojas, Custodian, were also aware of the bias and mistreatment of Hispanic residents, who would cry and report being treated unfairly, bullied, and discriminated against when no Spanish-speaking staff member was present.

III. Ms. Samuel-Young Directly Targets and Coerces Ms. Belen (June 2024)

44. Ms. Belen was also personally subjected to a hostile work environment and direct retaliation from Defendant Samuel-Young. On June 11, 2024 – less than one month after Ms. Belen’s ninth protected complaint about discrimination against Hispanic residents – a non-Hispanic case manager, Ms. Georges, was terminated following an altercation with resident Ms. Brown in which Ms. Georges became aggressive and kicked a door. Ms. Belen had witnessed only a portion of the incident. When Ms. Samuel-Young asked Ms. Belen to write a statement, Ms. Belen honestly explained that she had not been present for the entire altercation and suggested that Juan Medina, a Maintenance Worker who had witnessed the full exchange, would

be better positioned to provide a complete and accurate account. Upon information and belief, Mr. Medina was never even asked to provide an incident report.

45. Rather than respecting Ms. Belen's professional integrity and honesty, on June 12, 2024, Tiffany Singh, Director of People & Culture, sent Ms. Belen an email asserting she had been informed Ms. Belen witnessed the incident and requesting an incident report. Concerned about providing incomplete information, Ms. Belen did not immediately respond.

46. On June 17, 2024, Ms. Samuel-Young emailed Ms. Belen regarding the "directive" to submit an incident report about the confrontation between Ms. Georges and resident Ms. Brown. Ms. Belen again reiterated that she had not witnessed the full incident and suggested Mr. Medina as a more appropriate and complete reporter.

47. On June 20, 2024, rather than accepting this reasonable and honest explanation, Ms. Samuel-Young personally appeared at Ms. Belen's work site, accused her of being "insubordinate," and threatened her with a "final warning" if she did not comply with the directive. Under this explicit threat to her employment, Ms. Belen was coerced into sending Ms. Samuel-Young a brief summary of what she had observed on June 21, 2024, despite her documented and reasonable concerns about providing an incomplete account. Ms. Belen never received any memorandum that URI subsequently claimed to have distributed in connection with this matter.

IV. Defendant Neptune Darby Arrives with Explicit Discriminatory Instructions and Immediately Escalates the Targeting of Ms. Belen (July–September 2024)

48. The discriminatory and retaliatory treatment of Ms. Belen intensified in July 2024 when Defendant Samuel-Young brought in Defendant Neptune Darby, Senior Director, to WSS1. Ms. Darby did not arrive with a general mandate to improve operations; she arrived with

specific instructions to retaliate against Ms. Belen.

49. Upon information and belief, another Senior Director at URI, Ida Landers, personally witnessed Ms. Samuel-Young explicitly instruct Ms. Darby to put Ms. Belen “in her place” following Ms. Belen’s sustained advocacy for Hispanic residents. This directive came from a senior management decision-maker to Ms. Belen’s direct supervisor and preceded the escalating micromanagement campaign that followed immediately thereafter.

50. Ms. Darby immediately began subjecting Ms. Belen to excessive micromanagement – including sending numerous emails and imposing unreasonable timelines – treatment Defendant Darby did not apply to non-Hispanic employees at WSS1.

51. From the very outset of Ms. Darby’s tenure, Ms. Belen sought to work collaboratively with her new supervisor. On July 10, 2024 – the day before Ms. Darby held her first staff meeting – Ms. Belen proactively wrote to Ms. Darby documenting specific operational deficiencies being caused by Ms. Davis, Residential Specialist Shift Supervisor, regarding the IVRS and HRA attendance collection procedure. Ms. Belen explained that the proper procedure required collection of IVRS attendance via company iPhone in the presence of staff, to ensure residents completed attendance correctly and to capture any error messages.

52. Instead, Ms. Davis was leaving the IVRS iPhone and HRA attendance sheets on the lobby desk for residents to complete unsupervised. Ms. Belen further documented that since Ms. Davis had been transferred to WSS1 in October 2023, Ms. Davis’s procedural deviations had directly impacted billing revenue and Ms. Belen’s workload. In reviewing the June billing, Ms. Belen had identified and verified specific billing deductions day by day, including manual attendance entries without required comments, incorrect absence markings, and failure to properly discharge a self-discharging resident. Ms. Belen also documented that Ms. Davis had

left the company iPhone and \$50 in petty cash unlocked despite repeated reminders from Ms. Osborne, and that Ms. Davis made unilateral changes to procedures – including extending curfew last minute without informing Ms. Belen – that impeded her work and added to her already excessive workload.

53. Ms. Belen’s good-faith, detailed email demonstrated precisely the institutional knowledge and operational diligence that had made Ms. Belen indispensable to URI for more than 25 years.

54. Rather than welcoming this collaboration, Ms. Darby immediately signaled her true mandate. At her very first staff meeting on July 11, 2024, Ms. Darby openly announced to all staff that she was there to “bring structure” and “clean house within six months,” warning that employees who did not “conform” would not remain at URI. This announcement was not professional guidance about improved accountability – it was a direct threat designed to intimidate staff, particularly long-tenured employees like Ms. Belen who had filed multiple discrimination complaints and had extensive institutional knowledge of how URI truly operated. The phrase “clean house,” made in the context of a workplace where multiple Hispanic employees had recently filed discrimination complaints, carries obvious retaliatory connotations.

55. Just weeks after her arrival, on August 1, 2024, Ms. Darby began sending Ms. Belen emails after working hours – at 7:45 PM – imposing unreasonable demands regarding monthly billing deadlines and explicitly ordering Ms. Belen complete tasks by Ms. Darby’s arbitrary deadlines.

56. This was unnecessary and targeted micromanagement: Ms. Belen had maintained one hundred percent billing accuracy for twenty-four years and had been URI’s own choice to

train other Program Assistants on billing. Upon information and belief, no non-Hispanic employees at WSS1 were subjected to after-hours email demands, arbitrary deadlines, or accusations of unprofessionalism for asking legitimate clarifying questions about new procedures. Asking questions based on twenty-four years of institutional knowledge is not insubordination – it is responsible professional conduct.

57. This disparate treatment of Ms. Belen as compared to her non-Hispanic colleagues demonstrates discriminatory animus.

58. The pattern of pretextual scrutiny directed at Ms. Belen while ignoring misconduct by non-Hispanic employees was pervasive. For example, cab vouchers at WSS1 were permitted to be used only with Director approval. Despite this policy, Nadine Shallow, a Residential Specialist, used cab vouchers to travel to and from work for months. Ms. Davis, Residential Specialist Shift Supervisor, and Stephanie Charles also used cab vouchers for personal transportation to and from work. Ms. Belen reported this misuse to Ms. Samuel-Young. Despite the clear policy violation, both Ms. Kelley and Ms. Samuel-Young provided preferential treatment to Ms. Shallow by permitting her continued use of cab vouchers in violation of policy, without any disciplinary consequence.

59. Similarly, petty cash reconciliations prepared by Ms. Belen were required under established procedure to be reviewed and approved by a Program Director or Senior Director. During the period when no Program Director was present at WSS1, Ms. Samuel-Young herself reviewed and signed off on all petty cash reconciliations. If any petty cash shortages had existed, Ms. Samuel-Young – and any other director who reviewed the reconciliations – would not have approved them.

60. URI's pattern of targeting Ms. Belen while protecting non-Hispanic employees

who violated policy confirmed that the hostility toward Ms. Belen predated Ms. Darby's arrival and was sanctioned at the highest levels of site management. Ms. Samuel-Young had already demonstrated her discriminatory animus toward Ms. Belen by blocking a formally endorsed \$5,000 salary increase the prior year without explanation – and now, by instructing Ms. Darby to “put Ms. Belen in her place,” she continued that campaign through a new instrument.

61. On August 5, 2024, Ms. Belen formally complained to URI's People & Culture department, specifically copying Elyse Barbell, VP of People & Culture, regarding Ms. Darby's discriminatory treatment and initiating a request for reasonable accommodations.

62. In response, Tiffany Singh, Director of People & Culture, scheduled a phone call with Ms. Belen on August 6, 2024. Thereafter, Ms. Singh sent a recap email that conspicuously failed to address the core discrimination issues Ms. Belen had raised. When Ms. Belen separately reported her concerns to HR, HR dismissively instructed her to “resolve the issue” herself, excusing Ms. Darby's conduct because she was “new to the office.” Ms. Darby temporarily reduced her micromanagement following this complaint but resumed the identical conduct just one week later, prompting Ms. Belen to file a second complaint with HR, which was similarly disregarded.

63. On September 9, 2024 – exactly one month after Ms. Belen's August 5, 2024 complaint and exactly ten days before Ms. Belen would commence FMLA leave – Ms. Darby held a supervision meeting with Ms. Belen and purportedly documented allegations of “repeated lateness, delayed or inaccurate billing and registration submissions, staff concerns about tone, and the need for better organization.” This was the first time in twenty-four years that any performance concerns of any kind had been documented regarding Ms. Belen.

64. The document was never provided to Ms. Belen and bears no signature from her,

indicating it was created or tailored after the fact to manufacture a paper trail. None of the alleged deficiencies were supported by specific dates, times, or examples. Ms. Belen had received no PIPs, no written warnings, and had faced no disciplinary action at any point in her career prior to Ms. Darby's arrival. The emergence of these allegations exactly one month after Ms. Belen's discrimination complaint and ten days before her FMLA leave is classic pretext.

65. On September 13, 2024, Ms. Belen sent another email to Ms. Singh regarding a false allegation made against her by Ms. Williams, a Residential Specialist, who had contacted Ms. Darby – not on site that day – to report fabricated misconduct by Ms. Belen. While Ms. Singh responded on September 18, 2024 stating she would “follow up,” no substantive investigation or remedial action was ever taken.

V. URI's Broader Pattern of Discrimination Against Hispanic Employees; the Collective Complaint and URI's Sham Investigation (September–October 2024)

66. The discrimination experienced by Ms. Belen was not isolated but part of a documented, systemic pattern of disparate treatment of Hispanic employees throughout URI. Hispanic employees were routinely denied time-off requests that were granted to non-Hispanic colleagues. URI systematically replaced Hispanic employees with non-Hispanic employees and disproportionately promoted non-Hispanic staff over equally or more qualified Hispanic employees. When non-Hispanic employees failed to follow protocols – including violating confidentiality requirements, excessive absenteeism, or failing to complete job duties – they faced little or no repercussions. Hispanic employees were held to far stricter standards and subjected to severe reprimands for the same or lesser conduct or based on fabricated infractions.

67. The hostile environment became so intolerable that Blanca Ledesma, another Hispanic employee at WSS1, was also targeted by Ms. Darby and, upon information and belief,

was constructively discharged from URI as a result of the immense workplace stress she was subjected to. Ashley Osbourne, another Hispanic employee, also experienced retaliation after reporting ongoing procedural errors made by the Residential Specialist team via email. Another Hispanic coworker, Ashley Osborne, Child Care Worker, was regularly required to work excessive hours without proper compensation.

68. The systemic discrimination prompted collective action. On September 16, 2024, Sonia Rojas (Custodian), Maritza Torres (Cook), Rosemary Gonzalez (Housekeeper), and Ms. Belen – all Hispanic employees – jointly sent a formal collective complaint email to Elyse Barbell, VP of People & Culture, copying Beverly Riddick, Chief Operations Officer, explicitly citing workplace discrimination and harassment against Hispanic employees and requesting a meeting to address these concerns. While Sonia Rojas was the person who physically sent the email, the complaint represented the collective concerns and agreement of all four Hispanic employees. URI later mischaracterized this complaint as having been submitted by a single individual with Ms. Belen merely copied, obscuring the reality that it was a collective complaint filed with the express participation of all four complainants.

69. Tellingly, neither Ms. Barbell nor Ms. Riddick responded to this complaint filed by four Hispanic employees.

70. URI further retaliated against Ms. Belen by deliberately excluding her from discussions concerning the very complaints she had helped initiate. On October 1, 2024, Ms. Rojas sent a follow-up email regarding the unanswered September 16 complaint. Only then did Ms. Singh respond, scheduling a Teams meeting for October 2, 2024 – but deliberately omitting Ms. Belen from the invitation, despite Ms. Belen being one of the four original complainants and the one with the most extensive documentation of the discrimination at WSS1. When Ms.

Belen inquired about her exclusion, Ms. Singh dismissively responded that they would discuss it “upon [her] return” from leave, postponing indefinitely any resolution to Ms. Belen’s documented discrimination concerns.

71. URI’s subsequent purported “investigation” was a sham that demonstrated bad faith at every stage. It was conducted by People & Culture – the same department that had failed to address Ms. Belen’s nine complaints about discrimination against Hispanic residents and her August 5, 2024 complaint about Ms. Darby.

72. The “investigation” included interviews of only three employees: Ms. Gonzalez, Ms. Torres, and Ms. Rojas. URI did not interview Ms. Belen, despite her being the co-complainant with the most extensive contemporaneous documentation. URI also did not interview Blanca Ledesma or other witnesses who could corroborate the allegations. URI did not interview the staff members accused of discriminatory conduct. Upon information and belief, URI did not even interview the residents who had filed formal written complaints about discriminatory treatment. The investigation produced no written findings, no detailed analysis, no report to the complainants, and no corrective measures.

73. In fact, in Spring 2025, Ms. Barbell admitted that Ms. Belen’s complaints had been “put on the back burner” – a direct acknowledgment that URI had no intention of seriously addressing the documented discrimination.

VI. Ms. Belen Takes FMLA and Disability Leave; URI Unlawfully Fills Her Position and Invades Her Workspace (September 2024–January 2025)

74. Ms. Belen suffers from diabetes, a serious medical condition that qualifies as a disability under applicable law. By September 2024, the extraordinary stress caused by her excessive and expanding workload, combined with the targeted discrimination, harassment, and

hostile work environment orchestrated by Defendants, began to significantly exacerbate Ms. Belen's diabetes symptoms, particularly as she attempted to adhere to a new treatment plan prescribed by her physician.

75. Following her physician's recommendation, Ms. Belen properly requested and was approved for FMLA leave and short-term disability benefits beginning September 19, 2024. Ms. Belen's twelve-week FMLA entitlement expired on December 18, 2024. Her short-term disability leave, which ran on a separate track from her FMLA entitlement, was initially scheduled to end on December 27, 2024.

76. As that date approached, Ms. Belen's physician determined that her medical condition had not sufficiently improved to permit a return to work. On December 9, 2024, Ms. Belen formally requested an extension of her leave as a reasonable accommodation under the ADA, explaining that her physician had advised she required additional time to fully recover and regain the ability to perform her job duties effectively. The Benefits Team acknowledged her request the same day and provided the necessary medical certification form.

77. On December 17, 2024, the Benefits Team followed up with Ms. Belen about the status of the medical certification form, confirming URI's ongoing awareness of the pending leave extension request. On December 27, 2024 – despite the fact that Ms. Belen's physician's office was closed until December 30, 2024 – URI sent Ms. Belen multiple emails improperly pressuring her for documentation she could not yet obtain. As soon as her physician's office reopened, Ms. Belen obtained the required medical certification – documenting that she should remain on leave until March 2025 – and provided it to URI on December 30, 2024. URI thereafter approved an extended accommodation leave through March 20, 2025.

78. While Ms. Belen was on FMLA leave, URI conducted an invasive and bad-faith

search of her workspace at WSS1. URI's Finance Department purported to have identified allegedly missing petty cash receipts for program expenditures totaling approximately \$5,000 from 2023 to 2024 – a period spanning Ms. Belen's entire recent tenure. These receipts had not been identified or investigated at any point during Ms. Belen's employment; they were only claimed to be "discovered" after Ms. Belen went on FMLA leave, when she was unable to respond, explain URI's own documentation system, or provide her own copies of the receipts.

79. Despite this, Ms. Belen had copies of all petty cash receipts in question. The receipts were properly submitted through URI's internal office mail system, which relies on a courier who collects and delivers materials without notice, tracking, or confirmation. If receipts were misplaced after Ms. Belen submitted them through URI's untracked courier system, the failure rests with URI's own deficient documentation process.

80. URI not only initiated this pretextual investigation during Ms. Belen's protected FMLA leave but, in conducting it, used a locksmith to unlock Ms. Belen's locked personal desk drawer and safe at her workspace without her knowledge or permission – a shocking invasion of her privacy. According to URI's own account, the search yielded only "expired MetroCards and old deposit slips." No missing receipts were found. No evidence of any financial irregularity was discovered. The absence of any evidence of wrongdoing, after an invasive search of Ms. Belen's locked personal workspace conducted while she was unable to be present or defend herself, proves that the entire investigation was a bad-faith fishing expedition designed to manufacture allegations to justify adverse action against Ms. Belen during her protected leave.

81. Despite receiving proper medical documentation supporting Ms. Belen's extended ADA leave through March 20, 2025, on January 8, 2025 – just twenty-one days after Ms. Belen's FMLA leave ended on December 18, 2024 – URI informed Ms. Belen that her

position had been filled and that if she wished to return to work, she would need to reapply for employment. This retaliatory action constitutes a direct and blatant violation of Ms. Belen's rights under the FMLA and the ADA. URI had already approved Ms. Belen's extended accommodation leave through March 20, 2025, meaning it had sanctioned her continued absence through that date; yet it permanently filled her position more than two months before that date, without any dialogue with Ms. Belen and without considering less drastic alternatives such as hiring a temporary employee, using a contractor, or redistributing duties among existing staff. The extraordinarily short interval of just twenty-one days between the end of Ms. Belen's FMLA leave and URI replacing her, despite the fact that Ms. Belen remained on approved ADA leave with a definite return date, establishes that URI's claimed "operational necessity" was pretextual.

82. URI never placed Ms. Belen on a performance improvement plan, never issued any written warnings, and never took any disciplinary action of any sort against her throughout her more than 25-year career – until it abruptly replaced her on January 8, 2025, during her approved ADA leave, demonstrating that the manufactured performance allegations it later raised were entirely pretextual.

83. Recognizing the obvious violation it had just committed, URI sent Ms. Belen a second email just 30 minutes after the first, attempting to backtrack by stating she would be provided with a "comparable position" upon her return on February 27, 2025. This hasty revision underscores URI's awareness of the unlawfulness of its initial action but does not cure the violation of Ms. Belen's rights.

84. In a further act of blatant discrimination and retaliation, on January 13, 2025, Ms. Barbell contacted Ms. Belen and claimed that URI had received an anonymous "tip" that Ms.

Belen was working while on FMLA leave and that URI needed to conduct an investigation. This accusation was entirely unfounded and was plainly a pretextual attempt to intimidate Ms. Belen and manufacture a basis for denying or terminating her protected leave rights.

85. Ms. Belen promptly denied the allegation and agreed to cooperate fully. Notably, this investigation was resolved within twenty-four hours as completely baseless – on January 14, 2025, Ms. Barbell responded to Ms. Belen’s written inquiry acknowledging that she had investigated the tip and found it to be false. The speed of the resolution only underscores that the “investigation” was never legitimate and was instead a thinly veiled attempt to intimidate Ms. Belen while she was on approved medical leave and unable to defend herself.

VII. URI Issues a Fraudulent Performance Review, Destroys Evidence, and Continues to Manufacture Adverse Actions Against Ms. Belen (February–March 2025)

86. While Ms. Belen was on approved leave attempting to focus on her health, she discovered that Defendant Darby had been assigned to complete her performance review for the period of July 2023 through June 2024 – despite the undisputed fact that Ms. Darby had not joined URI until July 2024 and therefore had absolutely no personal knowledge of Ms. Belen’s performance during the twelve-month review period. This was not an innocent administrative error. Someone at URI deliberately assigned a performance evaluation for fiscal year 2024 to a supervisor who did not work for URI during fiscal year 2024 – and assigned it specifically to the supervisor against whom Ms. Belen had filed formal discrimination complaints, ensuring the result would be punitive.

87. Unsurprisingly, and in yet another discriminatory and retaliatory act, Ms. Darby’s fraudulent evaluation assigned Ms. Belen a failing score. The review contained false and fabricated statements about Ms. Belen’s performance and gave her an unjustifiably low

rating bearing no resemblance to her actual 24-year record of excellence.

88. URI thereafter purported to correct the fraudulent review by reassigning it to Ms. Kelley, the Interim Program Director. However, this reassignment was itself a fiction. Ms. Kelley served as Program Director at PALS Place, a sister URI facility in Brooklyn, and was only asked to oversee WSS1 on a temporary, part-time basis – visiting the site at most twice a week, and in many weeks only once or not at all. Ms. Kelley had not been present for the overwhelming majority of the July 2023 through June 2024 review period and had no meaningful supervisory knowledge of Ms. Belen’s day-to-day performance. A review bearing Ms. Kelley’s name was no more reliable or legitimate than one bearing Ms. Darby’s. Simply substituting a different name on a false document does not correct the underlying fraud, and yet this is exactly what Defendants did.

89. On February 4, 2025, Ms. Belen filed a formal grievance challenging the fraudulent performance review, specifically noting that Ms. Darby was not employed at URI during the review period and that the negative comments in the review were demonstrably false. Ms. Belen highlighted her 24 years of dedicated service, including her consistent assumption of duties far beyond her job description. Ms. Barbell responded via email that same day, stating: “I am in receipt of your complaint. I will review and respond later today.” Despite this explicit promise, Ms. Barbell provided no substantive reply and upon information and belief conducted no investigation of Ms. Belen’s complaint.

90. While Ms. Belen followed up on February 18, 2025, asking for the outcome of her grievance, she received no response.

91. Most disturbingly, after Ms. Belen filed her grievance, URI deleted the fraudulent performance review from its UltiPro/UKG HRIS system entirely – a clear attempt to destroy

evidence of its discriminatory and retaliatory conduct. On February 27, 2025, URI's Benefits department emailed Ms. Belen asking her to confirm March 20, 2025 as her return-to-work date and to notify the Benefits Team of any changes. The email did not include the "comparable position offer" that URI had previously claimed it would provide, leaving Ms. Belen in continued uncertainty about her employment status.

92. Ms. Belen confirmed with the Benefits Team on February 28, 2025 that she would be returning to work on March 20, 2025.

VIII. URI Obstructs Ms. Belen's Return, Continues to Retaliate, and Refuses to Accommodate Her Disability (March–November 2025)

93. On March 26, 2025, Ms. Belen met with Ms. Barbell and Ms. Singh. Ms. Barbell acknowledged that Ms. Belen's prior position had been filled.

94. Regarding Ms. Belen's ongoing discrimination complaints, Ms. Barbell initially expressed reluctance to discuss them, noting that Ms. Singh had been compiling a 15-page dossier regarding Ms. Belen's claims and related historical matters. When Ms. Belen asked about the timeline for the investigation's completion, Ms. Barbell dismissed her concern and stated it would take "as long as it takes."

95. Ms. Barbell also acknowledged the problems with Ms. Darby's performance review, offered to reassign it to Ms. Kelley (claiming Ms. Darby's assignment was "unintentional" and "system generated"), and declared the review score "null and void." She assured Ms. Belen her raise would be retroactive and that she would "not lose anything," acknowledged Ms. Belen's "phenomenal" work.

96. Ms. Barbell also indicated during this meeting that it was "highly likely" that Ms. Belen's reasonable accommodation request -- to be permitted to work from home -- would be

granted.

97. On March 28, 2025, Ms. Belen sent a detailed follow-up email to Ms. Barbell and Ms. Singh summarizing the key assurances made during the meeting, including: that URI was committed to accommodating her medical needs; that a follow-up meeting would occur the following Monday or Tuesday to finalize accommodations; that the fraudulent performance review had been nullified and voided and would be reassigned to Ms. Kelley; that any raise would be made retroactive; and that a thorough investigation into her discrimination and retaliation complaints would be conducted.

98. On March 31, 2025, Ms. Belen received an automated notification that a performance review was available for her acknowledgment in the UltiPro/UKG system. When Ms. Belen logged in, she found that the same negative comments and the same poor manager rating that Ms. Darby had assigned were still present in the review – the only change was that Ms. Kelley’s name had been substituted for Ms. Darby’s. The substantive false and negative content of the fraudulent review remained entirely intact, directly contradicting the assurances Ms. Barbell had given just five days earlier.

99. On April 2, 2025, Ms. Belen wrote to Ms. Barbell and Ms. Singh noting that the promised corrections to her performance review had not been made and that no accommodation meeting had occurred. On April 3, 2025, Ms. Singh responded – noting she had been out until April 2 – confirming that Ms. Kelley would be formally reassigned to Ms. Belen’s performance review. Ms. Singh further stated there would be a separate conversation with Ms. Kelley and Ms. Young to address Ms. Belen’s concerns, since they had been actively supervising her during the relevant period. No mention was made of correcting the review’s actual negative content.

100. On April 9, 2025, Ms. Belen again emailed Ms. Singh and Ms. Barbell asking

when to expect a response on her work-from-home accommodation and whether the review score remained “null and void” to be properly completed upon her return.

101. The following day, April 10, 2025, Ms. Singh responded that URI was “actively working on finding a remote job placement” for Ms. Belen, was “prioritizing [her] accommodation request,” and hoped to have an update “by early next week” – notwithstanding the assurances already given at the March 26 meeting. Revealingly, Ms. Singh also told Ms. Belen: “just bear with us, Emily and we will get you back” and “We will get you back” – an admission by URI’s own People & Culture Director that Ms. Belen was entitled to be returned to her prior position and that URI bore a continuing obligation to make that happen. Yet Ms. Singh simultaneously “strongly advised” that “any further discussion about [Ms. Belen’s] performance review is conducted between [Ms. Belen], Ms. Kelley, Ms. Young and Ms. Darby” – now adding Ms. Darby, the very individual whose improper assignment to the review Ms. Barbell had acknowledged and against whom Ms. Belen had filed protected discrimination complaints. This directly contradicted Ms. Singh’s April 3 statement that only Ms. Young and Ms. Kelley would be involved, and directly contradicted Ms. Barbell’s prior acknowledgment that Ms. Darby should never have been assigned the review. Requiring Ms. Belen to discuss her fraudulent performance review in the presence of the perpetrator of the discrimination and retaliation against her was itself a further act of intimidation and retaliation.

102. On April 23, 2025, Ms. Belen attended a meeting with Ms. Singh and Ms. Barbell, at which URI informed her she could only begin in a part-time remote position starting April 28, 2025. Troublingly, Ms. Barbell and Ms. Singh also stated that all other “issues” would be “put on the back burner” – a direct acknowledgment that URI had no intention of promptly or seriously investigating Ms. Belen’s discrimination complaints.

103. Despite the promised April 28, 2025 start date, the only communication Ms. Belen received was a brief introductory email from Ms. Barbell on April 25, 2025. No substantive communication about work assignments, schedule, responsibilities, or compensation was provided. This silence continued for two weeks.

104. It was not until May 12, 2025, that Operations Manager Colby White finally reached out to discuss Ms. Belen's schedule, initially proposing only a three-day, eight-hour work week. When Ms. Belen articulated her need for a five-day, full-time work week with flexibility, as her physician had directed, Ms. White conceded only to a five-day half schedule, without addressing compensation or professional development.

105. When Ms. Belen once again complained to Ms. Barbell, Ms. Belen stated clearly that "a part-time position is not comparable to my previous full-time role and would result in a significant loss of income and professional opportunity for me, which will only exacerbate the financial harm I have already incurred being placed on unpaid leave." She set a clear deadline: if she did not receive a full-time position by May 16, 2025, she would have no choice but to assume her accommodation request had been denied.

106. On May 14, 2025, Ms. Barbell responded that there were "no full-time remote positions available that match your skill set, pay rate, and educational background." This claim was false. Upon information and belief, at least one employee in URI's Payroll Department has been working full-time remotely since well before Ms. Belen's accommodation request and continues to do so. URI's assertion that Ms. Belen was "the only current URI employee working entirely remotely" and that her remote accommodation was unique was contradicted by its own workforce practices. Moreover, Ms. Belen's Program Assistant duties – including preparing monthly billing and registration reports, processing check requests and petty cash

reconciliations, maintaining administrative files, and entering service data into URI's IVRS and Apricot cloud-based databases – were all functions that could be performed remotely, as URI itself demonstrated during its COVID-19 operations when these very functions were carried out from home. URI's claim that Ms. Belen's remote accommodation was operationally impossible was pretextual.

107. In the same May 14, 2025 email, Ms. Barbell characterized Ms. Belen's accommodation as a "temporary remote assignment" until her physician cleared her for full-time work – despite the fact that Ms. Belen's physician had already provided this clearance in late March 2025, resulting in a two-month gap during which Ms. Belen had no income from her position despite being medically cleared to work.

108. Ms. Barbell also summarily dismissed all of Ms. Belen's discrimination and retaliation complaints with a single perfunctory sentence, failing to acknowledge the gravity of her allegations or to confirm that any legitimate investigation had ever been conducted.

109. In a contradictory email sent the same day, Ms. Barbell stated: "That is absolutely not what I said. The position can be done remotely until you can return to work. We are ready for you to start. So start. There is no disagreement here. If you are capable of working full time do so..." – directly contradicting her earlier statement that no fully remote positions were available.

110. On May 15, 2025, Ms. Barbell again contradicted herself, stating "I have repeatedly said you can work full time if you are up to it" – again directly contradicting her prior written statement from the previous day. Ms. Belen directly addressed these contradictions and continued to seek answers about her revised evaluation score and the steps taken to address her discrimination complaints, but these questions went unanswered.

111. The remote position URI ultimately offered Ms. Belen represented a significant demotion in every respect. Ms. Belen was removed from her 24-year career position in program administration at WSS1 and assigned the title of “Operations Assistant” – a title lower in standing than her former “Program Assistant” designation. She was placed in a department and function entirely foreign to her career, assigned to process purchase orders in Sage accounting software for Magnolia Gardens, a separate URI facility she had never worked at and to which she had no connection. This assignment bore no resemblance to the Program Assistant work she had performed for nearly 25 years – the monthly billing, resident service administration, and site management that had made her indispensable to URI.

112. The new role carried different responsibilities, diminished professional status, no advancement opportunities, and no connection to the institutional knowledge and experience Ms. Belen had spent her career building. The ADA requires reinstatement to the same or an equivalent position; a forced transfer to a different department, a different facility, a different title, and a different job function with reduced responsibilities does not satisfy that standard, regardless of whether the salary was nominally unchanged.

113. Only after Ms. Belen continued to press for her rights did Ms. Singh finally confirm on May 22, 2025, that URI would permit Ms. Belen to work full-time. However, even then, Ms. Belen was asked to come in person to sign documentation, a requirement that was difficult given her ongoing medical condition. No clarification regarding her compensation was provided, and her discrimination complaints continued to receive no meaningful attention or response.

114. URI’s retaliation continued well after Ms. Belen’s return to work. In the 2024-2025 performance cycle, Ms. Belen received a rating of “Meets Expectations” with only a three

percent raise – a minimal adjustment that bore no relationship to her extraordinary 24-year record and the fact that she had performed Director-level functions for years without commensurate compensation.

115. The supervisors who completed this review, Dionisio Infante and a supervisor identified as Stockel, had only begun supervising Ms. Belen in June 2025 and had no knowledge of her performance from September 2024 through June 2, 2025 – the entire period she was on protected FMLA and ADA leave. This evaluation, like the fraudulent 2023-2024 review, was inherently unreliable and incapable of reflecting Ms. Belen’s actual performance.

116. The differential treatment in the administration of performance reviews is further evidenced by the fact that Ashley Osbourne, a white colleague, received her performance review and attended her review meeting on September 8, 2025, while Ms. Belen – who had raised discrimination and retaliation complaints and taken protected medical leave – had not received a completed, corrected, or accessible review as of May 2026, directly harming her ability to compete for open positions within URI.

117. On November 20, 2025, Ms. Belen sent a formal email to Ms. Barbell and Ms. Singh raising three separate unresolved matters: (1) the promised revised 2023-2024 performance review remained missing from the UltiPro/UKG portal and had never been replaced with a corrected version following URI’s deletion of the original; (2) the 2024-2025 performance review had not been made accessible to her, and the supervisors assigned to complete it had no basis to evaluate her performance during the September 2024 through June 2, 2025 period she was on protected FMLA and ADA leave; and (3) she had received no update whatsoever regarding the status of any investigation into her formal discrimination, retaliation, and harassment complaints against Defendant Darby, which had been “put on the back burner”

and closed without findings or explanation.

118. In this email, Plaintiff requested an urgent meeting and yet, URI did not respond.

119. In a second follow-up email sent in late November 2025, Ms. Belen formally reiterated all four outstanding matters – adding that the three percent raise tied to the disputed 2023-2024 review had never been reconsidered – and stated: “Your continued silence is concerning and suggests my complaints are being ignored. I request an immediate response/update to address these matters.” And yet, URI again did not respond.

120. Throughout this entire ordeal, Ms. Belen’s protected complaints were consistently marginalized, treated as secondary concerns to be “put on the back burner” rather than serious allegations deserving proper investigation and resolution. The dismissive, inconsistent, and retaliatory treatment to which URI subjected Ms. Belen created an environment in which she felt increasingly isolated, unheard, and punished for having raised legitimate concerns about workplace discrimination.

121. As a result, Ms. Belen has experienced significant emotional distress and continues receiving therapy to this day to address the psychological impact of URI’s conduct. The Institute’s unlawful actions have damaged her professional standing, financial stability, and her health.

IX. URI Terminates Ms. Belen’s Employment, Refuses to Reinstate or Transfer Her, and Continues Its Retaliation Through May 2026

122. Even after granting Plaintiff’s remote work accommodation, URI’s unlawful conduct toward Ms. Belen did not cease. In early February 2026, while Ms. Belen’s ADA remote work accommodation remained in effect through March 31, 2026, URI escalated its retaliatory campaign.

123. On February 10, 2026, Ms. Barbell emailed Ms. Belen notifying her that, due to “current budget needs,” her role would transfer from Facilities Operations to People & Culture, and directing her to “begin reporting to the Hub (205 East 42nd Street) starting March 16” – noting this “provides a 30-day notice period.” Ms. Barbell stated that “the organization’s current expectation is that staff work in the office three days per week, and there are no roles designated as fully remote.”

124. URI said nothing about Ms. Belen’s existing ADA accommodation, her unresolved discrimination complaints, or her outstanding performance reviews – all of which remained in active dispute at the time of this communication.

125. On February 13, 2026, Ms. Belen responded formally, objecting to the in-person requirement. She stated that her ADA accommodation remained valid through March 31, 2026 – at which time she was scheduled for a medical reevaluation – and that her physician had specifically directed that she not report to the office.

126. She further noted that URI’s Benefits Department had not requested an updated medical certificate from her in several months, “even though they should have requested updates twice during this period,” establishing that URI, not Ms. Belen, had allowed the administrative tracking to lapse. Critically, Ms. Belen also pointed out that in June 2025 correspondence regarding her FY24 performance evaluation, Ms. Barbell herself had written that she was “under the impression [the] accommodation was through June 30th” and had stated she would “check with Benefits for more updated information” – an acknowledgment that URI was on notice of the accommodation and had committed to verify its status, but never followed through. Ms. Belen expressed willingness to discuss the proposed transfer to People & Culture but confirmed she would not report to the office in person against her doctor’s orders. She also stated she had

still not been provided access to her FY25 performance review “despite it being completed,” and that her pending discrimination and retaliation claims continued to be placed “on the back burner without resolution.”

127. On February 26, 2026, Ms. Barbell responded in two terse sentences: “Your accommodation expired and we do not have anything current on file. Keeping your paperwork up to date is not the responsibility of the Benefits team.” She then added: “The funding issue is one we need to address regardless” – making plain that URI intended to proceed with the in-office requirement and the departmental transfer irrespective of the status of Ms. Belen’s medical accommodation.

128. This response was demonstrably false on multiple grounds: as Ms. Belen had documented in her February 13 email, Ms. Barbell herself had acknowledged the accommodation in June 2025 and had committed to verify its status with Benefits, and had never done so; the accommodation had been submitted to the Benefits Department on February 26, 2026 by Ms. Belen that same day; and URI’s own procedures required Benefits to proactively request updated certifications, which it had not done. Barbell’s dismissive three-sentence response ignored all of these facts and all of Ms. Belen’s outstanding discrimination, retaliation, and harassment concerns.

129. Notwithstanding Ms. Belen’s active ADA accommodation and her pending protected complaints, URI summoned Ms. Belen to a meeting on March 6, 2026, at which it verbally notified her that her current employment would be terminated on June 30, 2026.

130. URI advised Ms. Belen that unless she successfully reapplied and secured a new position within URI by that date, her employment would end. URI characterized the termination as a “position retraction” attributable to URI having “over-hired people in the maintenance

department” – a pretextual rationale wholly inapplicable to a position in either Facilities Operations or People & Culture.

131. At the same meeting, when Ms. Belen raised the issue of her outstanding 2024-2025 performance review – which she had not received despite having completed her self-evaluation – she was told that the performance review process “had nothing to do with [her] accommodations.” URI did not offer Ms. Belen a transfer, did not proactively identify open positions for which she was qualified, and did not provide her outstanding performance reviews – documents she required to compete effectively for internal positions.

132. On March 31, 2026, Ms. Belen sent a formal written objection to Ms. Barbell and Jacqueline Gibbons, characterizing URI’s actions as unlawful retaliation and disability discrimination.

133. In this communication, Ms. Belen: (1) questioned whether similarly situated employees whose employment was being terminated were being offered direct transfers rather than being required to reapply as she was, arguing that requiring her alone to reapply constituted disparate treatment evidencing retaliatory and discriminatory motive; (2) noted that she had completed her self-evaluation for the 2024-2025 performance review cycle and had participated in the March 6, 2026 meeting at which the review process was discussed, yet still had not received her completed review – directly harming her ability to compete for internal positions; (3) noted that URI’s own statement at the March 6 meeting – that the performance review process “had nothing to do with [her] accommodations” – was inconsistent with the continuing failure to provide the review; (4) requested a written list of all eliminated positions and the employees affected, to allow her to assess whether the process was being applied equitably; and (5) specifically requested that URI “engage in a good-faith interactive process regarding

reinstatement or an equivalent position rather than requiring [her] to reapply through a general application process.”

134. Ms. Belen expressly stated: “I cannot help but think I am being retaliated against for making complaints about the ongoing discrimination I (and other Hispanic employees) have faced and for the ADA accommodations I have sought.”

135. On April 6, 2026, Ms. Barbell responded. She confirmed that forty or more employees would be similarly displaced by June 30, 2026, and that each was being offered “identical options.” She declined to address individual employees’ circumstances and confirmed that Plaintiff’s employment would be terminated on June 30 regardless of Ms. Belen’s objection.

136. In a particularly dismissive formulation, Ms. Barbell wrote: “It is entirely your choice not to apply for another position at URI, but on June 30th your current position will be eliminated” – framing the elimination as Ms. Belen’s personal choice while ignoring that Ms. Belen had already applied to six positions with no acknowledgment, that URI had withheld her performance review making competition structurally impossible, and that she had formally requested a transfer rather than reapplication. Ms. Barbell directed Ms. Belen to visit URI’s careers website and offered to meet if Ms. Belen had “further questions.” She did not address the seven months of unanswered discrimination complaints, the missing performance reviews, or the request for a good-faith interactive process.

137. In good faith and in reliance on URI’s representations, Ms. Belen applied to six open positions within URI. As of May 1, 2026, she had received no acknowledgment of any of those applications and had not been contacted for any interviews, despite meeting the stated qualifications for each position.

138. On May 1, 2026, Ms. Belen emailed Ms. Barbell and Ms. Gibbons again to

request written confirmation of the status of her applications and again raised her belief that she was being discriminated against on the basis of her Hispanic identity and retaliated against for raising discrimination complaints, reporting a hostile work environment, requesting ADA accommodations, and taking protected medical leave. URI did not respond.

139. On May 19, 2026, Ms. Belen sent a further follow-up email having received no reply to her May 1 correspondence. She raised five specific concerns: (1) she had still not received her 2024-2025 performance review or been scheduled for a performance conference with any supervisor, despite having completed her self-evaluation; she noted that “similarly situated colleagues have already received their evaluations, including Ashley Osbourne (who is white and received her review/had her meeting to discuss it on September 8, 2025),” identifying this as evidence of facially discriminatory treatment; (2) she stated that “retroactive pay adjustments are expected in July 2026 but if my employment ends on or before June 30th, I stand to lose approximately six months of salary adjustments which would cause significant financial harm that flows directly from URI’s failure to process my review in a timely manner”; (3) she had now applied in good faith to six open positions and received no interview or acknowledgment for any of them despite meeting all listed qualifications; (4) she requested her last day be extended beyond June 30, 2026, to afford her a fair opportunity to secure an internal position without the structural disadvantage URI had created by withholding her performance reviews and declining to offer a direct transfer; and (5) she again stated her belief that she was “being discriminated against on the basis of [her] Hispanic identity and retaliated against for having raised complaints about the treatment of Hispanic employees at URI, for reporting the hostile work environment [she had] endured, for requesting ADA accommodations, and for having taken protected medical leave.” URI did not respond to this communication.

140. On July 1, 2026, People & Culture Director Gail Kandasami sent Ms. Belen a formal “Employment Status Letter” informing her that her position as Operations Assistant “will be eliminated effective July 1, 2026.” The letter characterized this action as a “layoff” resulting from “the loss of grant funding that supports the Program,” and stated that the elimination was “not due to [Ms. Belen’s] performance or conduct.” The letter further advised that Ms. Belen would retain access to her “eligible benefits and the Employee Assistance Program until July 31, 2026,” and that she “may be eligible for unemployment benefits.”

141. URI’s July 1, 2026, characterization of Ms. Belen’s separation as a “layoff” attributable to “the loss of grant funding” directly contradicts the rationale URI gave just months earlier. At the March 6, 2026 meeting, URI told Ms. Belen that her employment was being terminated because URI had “over-hired people in the maintenance department” – a rationale Ms. Belen had already identified as pretextual and inapplicable to a position in Facilities Operations or People & Culture.

142. URI’s inconsistent justifications for eliminating Ms. Belen’s position – from an alleged maintenance-department over-hire, to a generalized “budget needs” transfer, to a loss of grant funding supporting an unspecified “Program” with which Ms. Belen’s Operations Assistant role in People & Culture had no apparent connection – is itself evidence that URI’s stated reasons are pretextual and that the true reason for URI’s action was retaliation for Ms. Belen’s protected complaints of discrimination and her requests for disability accommodation.

143. URI’s own separation paperwork underscores the careless and pretextual manner in which Ms. Belen’s termination was processed. The Record of Employment form URI provided to Ms. Belen for unemployment insurance purposes lists the “Date given to employee” as July 15, 2025 – nearly a full year before Ms. Belen’s actual separation date – further suggesting that URI

did not prepare Ms. Belen's separation documentation through any genuine, individualized process.

144. Notwithstanding URI's designation of this action as a "layoff," Ms. Belen's separation is properly understood as a retaliatory termination of her employment, not a legitimate reduction in force. URI proceeded to finalize Ms. Belen's termination despite: (a) her ADA accommodation, which remained unresolved through the date of her termination; (b) her multiple written complaints, including her March 31, 2026 and May 19, 2026 emails, expressly stating her belief that she was being retaliated against for her protected complaints and accommodation requests; (c) URI's continued withholding of her 2024-2025 performance review, which structurally prevented her from competing for the internal positions URI directed her to pursue; (d) URI's refusal to offer her a direct transfer, notwithstanding her repeated requests that URI "engage in a good-faith interactive process regarding reinstatement or an equivalent position"; and (e) URI's failure to acknowledge or respond to any of her six internal job applications.

145. URI's decision to designate Ms. Belen's termination a non-discriminatory "layoff" attributable to lost grant funding, rather than engage with any of her outstanding complaints, is consistent with the pattern that has defined URI's treatment of Ms. Belen throughout this matter: manufacturing a facially neutral justification for what is, in substance, the culmination of nearly two years of retaliation for her protected activity.

146. By terminating Plaintiff's employment without a legitimate business reason, URI has further violated Title VII, Section 1981, the FMLA, the ADA, the NYSHRL, and the NYCHRL.

FIRST CAUSE OF ACTION
RACE AND NATIONAL ORIGIN DISCRIMINATION IN VIOLATION OF TITLE VII
Against Defendant URI

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

148. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq., for relief based upon the unlawful employment practices of URI. Plaintiff complains that URI violated Title VII's prohibition against discrimination in employment based, in whole or in part, upon Plaintiff's race and national origin (Hispanic/Latina).

149. URI engaged in unlawful employment practices prohibited by 42 U.S.C. §§ 2000e, et seq., by subjecting Plaintiff to a hostile work environment, disparate treatment, unequal compensation, denial of promotions and titles, and other adverse employment actions on the basis of her Hispanic race and national origin, while treating similarly situated Black employees more favorably in compensation, discipline, promotion, and terms and conditions of employment.

150. 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, and other compensation – as well as 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.

151. Accordingly, as a result of the unlawful conduct of URI, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law.

SECOND CAUSE OF ACTION
RETALIATION IN VIOLATION OF TITLE VII
Against Defendant URI

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

153. Plaintiff engaged in protected activity under Title VII when she made nine formal complaints about race and national origin discrimination directed at herself and other Hispanic employees and residents, when she advocated on behalf of Hispanic residents subjected to discriminatory treatment, and when she participated in the September 16, 2024 collective discrimination complaint.

154. URI retaliated against Plaintiff for her protected activity by, among other things, subjecting her to targeted micromanagement and manufactured performance allegations; issuing a fraudulent performance review assigned to the supervisor against whom she had complained; filling her position just twenty-one days after her FMLA expiration during approved ADA leave; conducting an invasive locksmith search of her workspace during protected leave; initiating a baseless and swiftly-disproven accusation that she was working during FMLA leave; delaying her accommodation request for months; excluding her from the investigation meeting; placing her in a diminished role in a different department; providing only a three percent raise that was never reconsidered despite 24 years of exemplary service; refusing to provide corrected or timely performance reviews; eliminating her position effective June 30, 2026, while failing to offer her a direct transfer as was provided to other employees; ignoring six internal job applications; and maintaining complete silence in response to her protected complaints from November 2025 through May 2026, and ultimately terminating her employment effective July 1, 2026 under a shifting and pretextual “layoff” rationale attributable to lost grant funding, which directly

contradicted URI's own prior explanation that the same position was being eliminated due to over-hiring in the maintenance department.

155. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including economic and pecuniary losses, severe emotional, psychological, and physical distress, and other non-pecuniary losses and special damages.

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

THIRD CAUSE OF ACTION
RACE DISCRIMINATION IN VIOLATION OF SECTION 1981
Against All Defendants

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

158. Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981, prohibits intentional race discrimination in the making, performance, modification, and termination of contracts, including employment contracts.

159. Defendants discriminated against Plaintiff on account of her race (Hispanic/Latina) by denying her equal rights in the making, performance, and terms of her employment contract, including by denying her approved compensation, subjecting her to unequal conditions of employment, and treating her adversely as compared to Black employees in equivalent positions, as detailed herein.

160. The Individual Defendants acted willfully and with malice or reckless indifference to Plaintiff's federally protected rights, and URI is liable for their conduct.

161. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including economic losses, severe emotional distress, and

other non-pecuniary losses. Plaintiff is entitled to compensatory and punitive damages.

FOURTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF SECTION 1981
Against All Defendants

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

163. Defendants retaliated against Plaintiff for engaging in protected activity under Section 1981 – including complaining about race discrimination against herself and other Hispanic employees and residents – by subjecting her to the adverse employment actions described herein.

164. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages, including economic losses, severe emotional distress, and other non-pecuniary losses. Plaintiff is entitled to compensatory and punitive damages.

FIFTH CAUSE OF ACTION
INTERFERENCE WITH FMLA RIGHTS
Against Defendant URI

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

166. Plaintiff is an “eligible employee” within the meaning of the FMLA, 29 U.S.C. § 2611(2), having been continuously employed by URI for nearly 25 years and having satisfied all applicable hours-of-service requirements. URI is a covered employer under the FMLA.

167. Plaintiff was entitled to FMLA leave due to her serious health condition (diabetes), and properly requested and was approved for FMLA leave beginning September 19, 2024. Her twelve-week FMLA entitlement expired on December 18, 2024.

168. URI interfered with Plaintiff’s FMLA rights by, among other things: (a) filling

her position on January 8, 2025, just twenty-one days after her FMLA leave expired, while she remained on approved ADA accommodation leave through March 20, 2025 with a definite return date; (b) informing her that she would need to reapply for employment upon her return; (c) failing and refusing to restore her to the same or an equivalent position upon the conclusion of her protected leave; (d) conducting an invasive locksmith search of her locked personal workspace during her protected leave; (e) pressuring her for medical documentation while her physician's office was closed; and (f) subjecting her to a baseless and pretextual accusation of working during FMLA leave as a means of intimidation.

169. URI's interference with Plaintiff's FMLA rights was willful, in that URI knew or showed reckless disregard for whether its conduct was prohibited by the FMLA.

170. As a result, Plaintiff has suffered damages including lost wages, lost benefits, and other economic losses. Plaintiff is entitled to compensation for these losses, interest, liquidated damages, and attorneys' fees and costs.

SIXTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE FMLA
Against Defendant URI

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

172. Plaintiff exercised her rights under the FMLA by taking approved medical leave beginning September 19, 2024 and by requesting an extension of that leave based on her physician's medical direction.

173. URI retaliated against Plaintiff for taking FMLA leave by, among other things: (a) filling her position just twenty-one days after her FMLA leave expired on December 18, 2024, while she remained on approved ADA leave through March 20, 2025; (b) conducting an

invasive locksmith search of her workspace during her protected leave and initiating a petty-cash investigation – which found no wrongdoing – only after she went on FMLA leave; (c) initiating a baseless and quickly-disproven investigation claiming she was working during leave; (d) issuing a fraudulent performance review by the very supervisor against whom she had complained; (e) failing to restore her to the same or an equivalent position; and (f) placing her in a diminished role in a different department with reduced responsibilities and no advancement opportunities.

174. URI's retaliation was willful, and Plaintiff is entitled to compensatory damages, liquidated damages, attorneys' fees, and costs.

SEVENTH CAUSE OF ACTION
DISABILITY DISCRIMINATION IN VIOLATION OF THE ADA
Against Defendant URI

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

176. Plaintiff suffers from diabetes, a physical impairment that substantially limits one or more major life activities, constituting a disability within the meaning of the ADA, 42 U.S.C. § 12102

177. Plaintiff is a qualified individual with a disability who, with the reasonable accommodation of full-time remote work as directed by her physician, was capable of performing the essential functions of her position. The functions of the Program Assistant role – including preparing billing reports, processing check requests, maintaining administrative files, and entering data into cloud-based systems – are capable of being performed remotely, as demonstrated by URI's own COVID-19 operations and by the full-time remote work arrangement URI has provided to at least one other employee in its Payroll Department.

178. URI discriminated against Plaintiff on the basis of her disability by, among other things: (a) failing to engage in a good-faith interactive process regarding her request for full-time remote work in her existing Program Assistant position; (b) unreasonably delaying her accommodation request from her physician's clearance in late March 2025 until late May 2025, depriving her of approximately two and a half months of income despite medical readiness to work; (c) falsely claiming no fully remote positions were available while simultaneously telling her to "start working" remotely; (d) offering only a part-time position initially despite her physician's clearance for full-time work; (e) placing her in a different department (Operations) with diminished responsibilities, no advancement opportunities, and reduced professional status rather than restoring her to her Program Assistant position; and (f) requiring her to appear in person to sign documentation despite her medical condition.

179. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including economic and pecuniary losses, severe emotional, psychological, and physical distress, and other non-pecuniary losses. Plaintiff is entitled to compensatory and punitive damages.

EIGHTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE ADA
Against Defendant URI

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

181. Plaintiff engaged in protected activity under the ADA by requesting reasonable accommodation for her disability, by asserting her rights under the ADA in written communications to URI, and by formally requesting an extension of her leave as an ADA accommodation on December 9, 2024.

182. URI retaliated against Plaintiff for this protected activity by subjecting her to the adverse employment actions described herein, including filling her position during her approved ADA accommodation leave, conducting an invasive workplace search during her protected leave, issuing a fraudulent performance review, delaying and obstructing her accommodation request, dismissing her discrimination complaints without investigation, placing her in a diminished position in a different department, and ultimately terminating her employment.

183. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including economic and pecuniary losses, severe emotional, psychological, and physical distress, and other non-pecuniary losses. Plaintiff is entitled to compensatory and punitive damages.

NINTH CAUSE OF ACTION
DISCRIMINATION IN VIOLATION OF THE NYSHRL
Against Defendant URI

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

185. 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.”

186. By the actions detailed above, URI has discriminated against Plaintiff in violation of the NYSHRL by, inter alia, denying her equal terms and conditions of employment, subjecting her to a hostile work environment, denying her rightfully earned compensation and

promotions, interfering with her medical leave rights, failing to accommodate her disability, and filling her position during approved ADA leave, on the basis of her race, national origin (Hispanic/Latina), and disability (diabetes).

187. As a result, Plaintiff has suffered and will continue to suffer economic and pecuniary losses; severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; and other non-pecuniary losses. Plaintiff is entitled to the maximum compensation available under this law, including punitive damages.

TENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE NYSHRL
Against Defendant URI

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

189. 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.

190. By the actions detailed above, URI has retaliated against Plaintiff based on her protected activities – including filing nine formal complaints about race discrimination, advocating for Hispanic residents, requesting medical and disability accommodations, and exercising her FMLA rights – through the adverse employment actions described herein.

191. As a result, Plaintiff has suffered and will continue to suffer economic and pecuniary losses; severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; and other non-pecuniary losses. Plaintiff is entitled to the maximum compensation

available under this law, including punitive damages.

ELEVENTH CAUSE OF ACTION
AIDING AND ABETTING IN VIOLATION OF NYSHRL
Against the Individual Defendants

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

193. 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.”

194. The Individual Defendants engaged in unlawful discriminatory practices in violation of New York State Executive Law § 296(6) by aiding, abetting, inciting, compelling, and coercing discriminatory and retaliatory conduct against Plaintiff, including by directly targeting and micromanaging Ms. Belen based on her race and national origin, explicitly instructing others to put Ms. Belen “in her place,” issuing a fraudulent performance review in retaliation for Ms. Belen’s protected complaints, and failing to take any remedial action to address the hostile work environment to which Ms. Belen was subjected.

195. 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.

196. Accordingly, Plaintiff is entitled to the maximum compensation available under this law, including punitive damages.

TWELFTH CAUSE OF ACTION
DISCRIMINATION IN VIOLATION OF THE NYCHRL
Against all Defendants

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

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

199. By the actions detailed above, Defendants have discriminated against Plaintiff because of her race, national origin (Hispanic/Latina), and disability in violation of the NYCHRL by, among other things, subjecting her to a hostile work environment, denying her equal compensation and promotional opportunities, failing to engage in a meaningful interactive accommodation process, treating her less favorably than similarly situated Black employees in all aspects of her employment, and disregarding nine formal complaints documenting serious discrimination.

200. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff has suffered damages including lost wages, lost opportunities for advancement, emotional distress, and other injuries.

THIRTEENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE NYCHRL
Against All Defendants

201. Plaintiff repeats and realleges each and every allegation made in the above

paragraphs of this Complaint as if fully set forth herein.

202. New York City Administrative Code § 8-107(7) provides that it shall be an 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...[or] (v) requested a reasonable accommodation under this chapter.”

203. Plaintiff engaged in protected activity under the NYCHRL when she filed nine formal complaints about discrimination against Hispanic employees and residents, when she opposed discriminatory treatment of herself and other Hispanic employees and residents, filed formal complaints with HR, participated in the collective September 16, 2024 complaint, and requested a reasonable accommodation for her disability.

204. Defendants retaliated against Plaintiff for her protected activity by, among other things, subjecting her to escalating micromanagement and manufactured performance allegations after each complaint, filling her position during protected leave, conducting an invasive locksmith search of her workspace during protected leave, issuing a fraudulent performance review, conducting a sham investigation into a baseless allegation, delaying her accommodation for months, excluding her from the investigation meeting, placing her in a diminished role in a different department, providing only a three percent raise that was never reconsidered, withholding corrected and timely performance reviews, eliminating her position while failing to offer the direct transfer afforded to other employees, ignoring six internal job applications, and maintaining complete silence in response to her protected complaints from November 2025 through May 2026, and ultimately terminating her employment effective July

1, 2026 under a shifting and pretextual “layoff” rationale.

205. As a direct and proximate result, Plaintiff has suffered and continues to suffer damages including economic losses, reputational harm, and significant emotional distress.

FOURTEENTH CAUSE OF ACTION
AIDING AND ABETTING IN VIOLATION OF THE NYCHRL
Against the Individual Defendants

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

207. New York City Administrative Code § 8-107(6) provides that it shall be an unlawful discriminatory practice “for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this chapter, or attempt to do so.”

208. The Individual Defendants engaged in unlawful discriminatory and retaliatory practices in violation of New York City Administrative Code § 8-107(6) by aiding, abetting, inciting, compelling, and coercing the discriminatory, unlawful, and retaliatory conduct against Plaintiff described throughout this Complaint.

209. 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.

210. Accordingly, Plaintiff is entitled to the maximum compensation available under this law, including punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in unlawful employment practices prohibited

by Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.; Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Family and Medical Leave Act, 29 U.S.C. §§ 2601 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq.; and the New York City Human Rights Law, Administrative Code §§ 8-107 et seq.;

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendants' unlawful employment practices, and to otherwise make her whole for any losses suffered as a result of such unlawful practices, including: the \$5,000 retroactive salary increase formally endorsed in October 2023 and withheld without justification; the income lost during the approximately two-and-a-half-month gap between physician clearance and accommodation in 2025; the approximately six months of retroactive salary adjustments that Plaintiff stands to lose as a result of URI's elimination of her position before those adjustments are issued in July 2026; and all wages and benefits lost as a result the termination of Plaintiff's employment effective July 1, 2026.

C. Awarding Plaintiff compensatory damages for mental, emotional, and physical injury, distress, pain and suffering, and injury to her reputation in an amount to be proven;

D. Awarding Plaintiff punitive damages;

E. Awarding Plaintiff liquidated damages under the FMLA;

F. Awarding Plaintiff pre-judgment and post-judgment interest;

G. Awarding Plaintiff attorneys' fees, costs, and expenses incurred in the prosecution of this action; and

H. Awarding Plaintiff such other and further relief as the Court may deem equitable, just, and proper to remedy Defendants' unlawful employment practices.

JURY DEMAND

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

Dated: July 8, 2026
New York, New York

Respectfully submitted,

FILIPPATOS PLLC



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