UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ELANA LAVI,

Plaintiff,

-against-

GRANT THORNTON ADVISORS, LLC, KRYSTN HAMMOND, *individually and in her professional capacity*, and TODD PATRICK, *individually and in his professional capacity*,

Defendants.

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Case No.: 1:26-cv-08603

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Elana Lavi hereby alleges against Defendants Grant Thornton Advisors, LLC. ("Grant Thornton" or the "Firm"), Krystn Hammond ("Ms. Hammond") and Todd Patrick ("Mr. Patrick") (collectively hereinafter Ms. Hammond and Mr. Patrick are collectively referred to as "Individual Defendants" and the Firm, Ms. Hammond and Mr. Patrick are collectively referred to as "Defendants") as follows:

NATURE OF THE CASE

1. Elana Lavi is a highly accomplished former Manager who was employed in the CFO Advisory Valuation & Modeling practice group of Defendant, Grant Thornton, until her unlawful termination on March 10, 2026. Ms. Lavi was subjected to discrimination, interference with federally and state-protected leave and reasonable accommodations, and retaliation on the basis of her gender (female), disability, pregnancy, familial status, and religion (Jewish) culminating in her unlawful termination shortly before her requested accommodations were slated to begin and months before approved maternity leave was to commence.

2. As a result of Defendants' unlawful conduct, Ms. Lavi hereby brings this action to obtain redress from Defendants for violating her rights under Title VII of the Civil Rights Act of

1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 ("Title VII"); the Pregnant Workers Fairness Act, 42 U.S.C. §§ 2000gg, *et. seq*. ("PWFA"); Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et. seq*. (the "FMLA"); the Americans with Disabilities Act of 1990 ("ADA") 42 U.S.C. §§ 12101, *et seq*., as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 ("ADAA"); the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq. ("NYSHRL"); the New York City Human Rights Law, NYC Administrative Code §§ 8-107, et seq. ("NYCHRL").

3. Within one month of Ms. Lavi requesting maternity leave, which Defendants approved, Ms. Lavi was terminated under the guise of performance. However, at no point during her nearly eleven (11) years of employment did Ms. Lavi receive a negative performance review as to the quality of her work or any indication that the quality of her work or performance was at issue or would lead to her termination. The timing of Ms. Lavi's termination makes clear that Ms. Lavi's termination was motivated by her pregnancy announcement, her need for reasonable accommodations, and her intention to take FMLA leave, during which her job would be legally protected, and her intention to use leave to observe Passover. As such, Ms. Lavi was clearly discriminated against and retaliated against for exercising her rights, and Defendant interfered with her legally protected right to FMLA leave.

JURISDICTION AND VENUE

4. Jurisdiction of this Court is proper pursuant to 28 U.S.C. § 1331 as this case involves federal questions regarding the deprivation of Plaintiff's rights under the FMLA.

5. The Court has supplemental jurisdiction over Plaintiff's NYSHRL and NYCHRL claims pursuant to 28 U.S.C. § 1367, as these claims are so related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article

III of the United States Constitution. Moreover, these claims do not raise a novel or complex issue of state law, nor substantially predominate over the claims over which the district court has original jurisdiction. Lastly the district court has not dismissed all claims over which it has original jurisdiction, and there are no other compelling reasons for declining supplemental jurisdiction.

6. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(2) because Defendant Grant Thornton is registered to and conducts business in this district, and a substantial part of the acts or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

ADMINISTRATIVE REQUIREMENTS

7. Concurrently with the filing of this action, Plaintiff will file a Charge of Discrimination with the Equal Employment Opportunity Commission regarding her claims pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq. ("Title VII"), the Pregnant Workers Fairness Act, 42 U.S.C. §§ 2000gg et seq. ("PWFA"); and the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101, *et seq.*, as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 ("ADAA").

8. After receiving a Notice of Right to Sue from the EEOC, Plaintiff will move to amend the allegations herein to include claims pursuant to Title VII, the PWFA, and the ADAA.

9. Pursuant to §8-502(c) of the New York City Administrative Code, Plaintiff will serve a copy of the complaint in this action on the New York City Commission on Human Rights and the Corporation Counsel of the City of New York within ten days after filing.

PARTIES

10. At all times relevant hereto, Plaintiff Elana Lavi was and is an adult resident of the state of New York. Ms. Lavi Defendants' employee for purposes of all relevant statutes and worked for Defendants in the State of New York.

11. Defendant Grant Thornton Advisors, LLC was and is a consulting firm maintaining its principal place of business at 171 N. Clark Street, Suite 200, Chicago, Illinois,

12. Defendant Grant Thornton is registered to and doing business in the State of New York. Defendant Grant Thornton maintains offices at 757 Third Avenue, 9th Floor, New York, New York 10017. At all times relevant hereto, Defendant Grant Thornton Advisors, LLC, employed Plaintiff, controlled the terms and conditions of Plaintiff's employment, and qualified as an employer under all relevant statutes.

13. Defendant Grant Thornton Advisors employs at least fifty (50) individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Plaintiff is proceeding herein.

14. Upon information and belief, at all times relevant hereto, Defendant Krystn Hammond was and is an individual residing in the State of New York, as well as an employee of Grant Thornton, assigned to work from Grant Thornton's New York City office, holding the position of "Partner." Ms. Hammond had supervisory power, control, and authority over Plaintiff's employment and the terms and conditions thereof. Ms. Hammond meets the definition of "employer" under all relevant statutes.

15. Upon information and belief, at all times relevant hereto, Defendant Todd Patrick was and is an individual residing in the State of Texas, as well as an employee of Grant Thornton, assigned to work from Grant Thornton's Dallas, Texas office, holding the position of "Partner."

Mr. Patrick had supervisory power, control, and authority over Plaintiff's employment and the terms and conditions thereof. Mr. Patrick meets the definition of "employer" under all relevant statutes

FACTUAL ALLEGATIONS

I. Ms. Lavi's Exceptional Career at Grant Thornton Advisors, LLC

16. As will be shown herein, Plaintiff is a highly accomplished employee who was mercilessly discriminated against immediately after announcing her pregnancy culminating in Plaintiff's unlawful termination mere weeks before her HR approved maternity leave and religious observance paid-time-off were slated to begin.

17. Grant Thornton's conduct towards Ms. Lavi not only betrays her eleven (11) years of exemplary service and consistently positive performance but clearly violates the applicable laws as well.

18. Ms. Lavi joined Grant Thornton in 2015 through campus recruiting at Boston University, at a starting salary of approximately $59,000. Over the course of eleven (11) years, she worked in the Financial Services Audit practice group as well as the CFO Advisory Valuation & Modeling practice group, where she became a Manager.

19. By the time of her termination, her annual salary had grown to $165,888, effective January 1, 2026. This figure reflected an increase in Ms. Lavi's salary, from $159,000 to $165,888, just ten (10) weeks before terminating her for purported "performance" deficiencies.

20. Throughout her eleven (11) year tenure, Ms. Lavi consistently received positive performance reviews. Ms. Lavi began her career in the Financial Services Audit practice where she excelled from October 2015 to September 2019. As a result of her own initiative in requesting a transfer to further her growth and because of her good performance, in August 2017 she was

promoted from Associate to Senior Associate in the Audit practice before transitioning to the CFO Advisory Valuation and Modeling practice. Again, Ms. Lavi's good performance resulted in her promotion from Senior Associate to Manager in the Advisory practice group in August 2022, the title she held when she was unceremoniously fired in March 2026.

21. Ms. Lavi never received a single negative performance review during her entire career at Grant Thornton, nor did she receive feedback that suggested the quality of her work or performance needed improvement. The sole area noted for improvement was utilization – a metric based on billable hours – a factor determined not by Ms. Lavi's performance, but rather by the assignments allocated to her.

22. Indeed, in her eleven (11) years with the Firm, Ms. Lavi not only never declined an assignment but she took proactive steps on her own time to improve her utilization by collaborating with the Firm's structured products team and completing additional training in debt instruments, an area outside her prior scope, for the purpose of broadening the range of engagements she could support.

II. Disparate Treatment Begins in Early 2026

23. For more than five (5) years immediately preceding her termination, Ms. Lavi worked closely on a daily basis with Career Coach Olga Arakcheyev (Director) and PPMD Advisor Richard Law (Managing Director), both of whom regularly worked very closely with her and were well-positioned to evaluate her work and contributions to the Firm.

24. However, on February 9, 2026, Ms. Lavi's Career Coach was reassigned from Ms. Arakcheyev to Krystn Hammond (Partner). At this time, Ms. Hammond had been working at Grant Thornton for less than two (2) years and had never assigned Ms. Lavi to any engagement – despite

Ms. Lavi's repeated attempts to be staffed on Ms. Hammond's projects - and had never worked with her on an engagement in any direct capacity.

25. When Ms. Lavi asked about the rationale for this sudden change, particularly given that her longstanding supervisors were best positioned to evaluate and attest to her performance, she was told only that Ms. Hammond and Todd Patrick (Partner and National Practice Leader) had agreed they wanted to ensure Ms. Lavi was "receiving the correct messaging from the firm." No other reason was ever provided.

26. Instead of a coach with direct knowledge of Ms. Lavi's work, the Firm installed a partner whose pattern of favoritism was well-recognized within the office: Ms. Hammond consistently staffed a single preferred director on the majority of her engagements, sourced highly experienced directors from other offices when additional help was needed, and had demonstrated little interest in developing managers or staff through her engagements.

27. The Firm further undermined Ms. Lavi by abandoning the standard collaborative goal-setting process which Ms. Hammond began before the formal reassignment was even communicated.

28. On February 5, 2026, days before Ms. Lavi was formally assigned to Ms. Hammond, Ms. Hammond unilaterally emailed Ms. Lavi a list of what "should be" her goals for the upcoming fiscal year, a stark deviation from the Firm's normal practice, under which Ms. Lavi would have prepared her own goals for her coach to review and approve. In other words, Ms. Hammond was dictating Ms. Lavi's goals before her role as coach was even officially disclosed, which underscored the calculated and premeditated nature of the reassignment. This was particularly improper given that Ms. Lavi's 2026 Fiscal Year goals had already been reviewed, approved, and submitted by her prior coach, Ms. Arakcheyev, through the proper process.

III. In Response to Ms. Lavi's Requests for Maternity Leave, Pregnancy Accommodation and Leave to Observe Passover, Grant Thornton Abruptly Terminates Her Employment

29. On February 10, 2026, Ms. Lavi informed HR that she was pregnant.

30. On February 11, 2026, Ms. Lavi filed for maternity leave through the Grant Thornton HR portal. As part of the approval process, Ms. Lavi made Mr. Law aware of her pregnancy and pending maternity leave.

31. Simultaneously, Ms. Lavi attempted to schedule time with Ms. Hammond to share her good news in person. Despite her repeated attempts to schedule a meeting with Ms. Hammond, all of Ms. Lavi's attempts were rebuffed or cancelled with Ms. Hammond assuring Ms. Lavi that a meeting would be rescheduled. A meeting with Ms. Hammond never occurred.

32. On February 23, 2026, the Firm formally approved Ms. Lavi's request for maternity leave, confirming a Paid Parental Leave period from June 2, 2026, through August 24, 2026, followed by a Personal Leave of Absence from August 25, 2026, through October 5, 2026, with an estimated return-to-work date of October 6, 2026.

33. The Firm's leave schedule also set forth the specific financial terms of her approved leave: Grant Thornton Paid Parental Leave from June 2 through August 24, 2026; New York State Disability benefits commencing June 9, 2026; New York Paid Family Leave commencing July 14, 2026 (providing approximately $1,228.53 per week through October 5, 2026); and a GT-subsidized benefits continuation period through October 30, 2026. Ms. Lavi's March 13, 2026 termination, nearly three months before her leave was set to begin, deprived her of every dollar she was entitled to pursuant to this approved leave.

34. Shockingly, the very same day her maternity leave was approved, Ms. Lavi was informed that all three of her coachees had been reassigned. This reassignment occurred without warning or explanation.

35. Ms. Lavi immediately emailed Ms. Hammond requesting an explanation and expressing her genuine passion for coaching and the opportunity it provided to "create meaningful value for the team and organization."

36. When Ms. Lavi did not receive a response, she followed up later that day. Finally, Ms. Hammond curtly replied that evening that she "addressed this" in the team's morning meeting and "didn't know [Ms. Lavi was] still expecting a written reply."

37. Further, Ms. Hammond curtly informed Ms. Lavi that the Company "routinely revisit[s] and realign[s] assignments in the normal course," failing to provide the clarity Ms. Lavi sought. In her approximately 11 years of employment, Ms. Lavi had never experienced any "routine" coaching reassignments. Indeed, she had the same coach for the entirety of her tenure in the Valuation group. In reality, Ms. Lavi understood exactly what was happening—her role was being undermined because she was pregnant.

38. Pregnant with her third child, Ms. Lavi was nervous because of complications she experienced during her second pregnancy, including low amniotic fluid and fetal growth restrictions resulting in the necessity of visits to her OB-GYN twice a week to regularly monitor the complications. Ms. Lavi was also informed that these complications could be exacerbated by high levels of physical activity and stress.

39. At the end of her second pregnancy, Ms. Lavi required disability leave, which she used, in order to adequately care for her developing child.

40. On February 27, 2026, Ms. Lavi formally requested a temporary pregnancy-related medical accommodation pursuant to Grant Thornton's Reasonable Accommodations Policy.

41. Specifically, Ms. Lavi requested the ability to work remotely for the remainder of her pregnancy, through approximately June 2, 2026 because, as her OB-GYN confirmed, she suffered from a pregnancy-related physical limitations, including fatigue and musculoskeletal pain exacerbated by prolonged sitting, standing, and commuting, which limited her tolerance for in-office work.

42. Upon filing her request for reasonable accommodations, Ms. Lavi was expressly informed by HR that her request was reasonable and that Mr. Patrick would be notified of the accommodation request as a prerequisite to its approval. This is significant: the very partner who would, days later, make the decision to terminate Ms. Lavi was made aware of her pregnancy accommodation request at the moment it was filed.

43. On March 4, 2026, at 10:00 PM, Ms. Hammond abruptly cancelled an in-person meeting Ms. Lavi scheduled for the following morning to address the ongoing confusion regarding her duties and responsibilities after Ms. Hammond was reassigned as Ms. Lavi's coach.

44. The cancellation occurred amidst Ms. Lavi's continued attempts to get time on Ms. Hammond's calendar to address her concerns.

45. Ms. Hammond's cancellation came with a brief message citing competing work priorities. The meeting was then rescheduled for March 11, 2026 – a date that, as Ms. Lavi would later learn, would ultimately be the day after she was terminated.

46. On the morning of March 9, 2026, Grant Thornton formally approved Ms. Lavi's pregnancy accommodation.

47. That same morning, Ms. Lavi separately requested six business days off for Passover, a Jewish Holiday, the scheduling of which was confirmed and added to Ms. Lavi's work calendar for the first week of April 2026. Ms. Lavi's observance of Passover in this manner was entirely consistent with her eleven-year practice at the Firm – a practice that, across the full span of her tenure, had never impacted her work quality or her ability to meet her deadlines, even when Passover coincided with the Firm's March-end and April-end deadlines, a notoriously busy time for Ms. Lavi and her team.

48. That same evening, at 5:45 PM on March 9, 2026, Ms. Lavi received a calendar invitation for a meeting the following morning, scheduled for only fifteen minutes, from 11:30 to 11:45 AM, with Mr. Patrick.

49. On March 10, 2026, when Ms. Lavi signed into the meeting, she was blindsided by the appearance of an HR representative, Simon Barnes and Mr. Patrick who informed her that the discussion to terminate her employment had been occurring in the two weeks immediately preceding the termination meeting. One day after her request for reasonable accommodations was approved, Ms. Lavi was terminated. Her Separation Date was confirmed as March 13, 2026.

IV. Ms. Lavi's Termination Was Pretextual, Retaliatory, and Unlawful

50. At the March 10, 2026, termination meeting, Ms. Lavi was told that the basis for her termination was "performance."

51. Respondent's stated reason is wholly incredible in light of the record – Ms. Lavi had eleven (11) years of consistently positive performance reviews and had not received a negative evaluation due to the quality of her work or her performance. When Ms. Lavi asked for specificity, including whether the decision was based on her utilization metric, she was met not with an explanation, but with silence: she received only blank stares.

52. When Ms. Lavi directly asked whether the termination was connected to her upcoming maternity leave and her approved pregnancy accommodation, Mr. Patrick offered only the bare, conclusory assurance that "it was not." Mr. Patrick's unsupported denial, offered without documentation, without prior warning, and without any prior negative performance action or performance improvement plan, is precisely the kind of pretextual response that courts scrutinize when unlawful discriminatory motive is apparent from the surrounding facts.

53. The timing of Ms. Lavi's termination is both extraordinary and probative. Rather than occurring after a formal performance review cycle, the termination took place in the middle of Grant Thornton's busiest period of the year, February through April, the precise window during which Ms. Lavi historically generated the majority of her annual billable hours.

54. Ms. Lavi's termination came before the formal performance evaluation cycle, which was to be scheduled in May 2026 following the Firm's acquisition and the resulting shift from a fiscal to a calendar year. Ms. Lavi's engagement leaders on her active assignments were themselves confused by the timing, and by any business logic, it would have made more sense to terminate her after the April 30th deadlines.

55. This timing makes clear that Ms. Lavi's termination was motivated by her pregnancy announcement, her need for reasonable accommodations, her intention to take FMLA leave, during which her job would be legally protected, and her intention to take leave in observance of Passover.

56. Perhaps most damning is the identity of those who made the decision and those who were excluded from it. The termination was decided by Mr. Patrick in consultation with Ms. Hammond, a partner who had been reassigned as Ms. Lavi's career coach only weeks earlier, had never worked with her directly, and had never evaluated or supervised any of her work.

57. By Mr. Patrick's own admission during the termination call, he had "been discussing the matter with [Ms. Hammond] for several weeks," meaning the decision to terminate Ms. Lavi had been made while her accommodation and leave requests were pending, requests which Mr. Patrick was aware of, in conversations that excluded the two long-standing supervisors with direct knowledge of Ms. Lavi's work: Mr. Law (Managing Director) and Ms. Arakcheyev (Director).

58. Furthermore, the two other times Ms. Lavi took maternity leave (October 2021 and November 2023) while at Grant Thornton, and while under the supervision of Mr. Law and Ms. Arakcheyev, there were no issues whatsoever.

59. In addition, between March 10 and March 13, 2026, Ms. Hammond, Ms. Lavi's newly assigned coach, never contacted Ms. Lavi, never initiated any discussion about performance, and never attempted to address the basis for the termination decision she had participated in making.

60. Moreover, Ms. Lavi was never placed on a performance improvement plan, indicating her performance was not in fact lacking.

61. Instead, Ms. Lavi attempted to meet with Defendant Hammond numerous times throughout 2026, and Ms. Hammond rebuffed every effort Ms. Lavi made to discuss opportunities for growth.

62. Indeed, Ms. Hammond was well aware, as were Ms. Lavi's colleagues, that Ms. Lavi was pregnant.

63. In fact, by the time of termination, Ms. Lavi's annual salary increased effective January 1, 2026, just ten (10) weeks before terminating her for purported "performance" deficiencies.

64. The sequence of events is unambiguous: Ms. Lavi filed for maternity leave (February 11, 2026); her leave was approved (February 23, 2026); she requested a pregnancy accommodation (February 27, 2026); her accommodation was formally approved (March 9, 2026); she requested religious observance days that same morning (March 9, 2026) for the first week of April 2026; and that same evening she received a termination meeting invitation (March 9, 2026, 5:45 PM), with her termination occurring the following day. The temporal proximity between Ms. Lavi's protected activity and the issuance of her termination notice, measured in hours, on the very same day, could not be more stark.

65. At no point during nearly eleven (11) years of employment did Ms. Lavi receive a negative performance review as to the quality of her work or any indication that the quality of her work or performance needed improvement. The pretextual "performance" rationale advanced by the Firm – offered without documentation, without prior notice, and without involvement of the supervisors who actually supervised her work – is precisely the kind of post-hoc justification that the applicable laws are designed to prohibit and remedy.

66. Defendants' discriminatory and retaliatory conduct has inflicted profound harm on Ms. Lavi's career, health, and overall well-being, stalling her professional growth and causing lasting emotional, physical, and financial damage, especially given the conduct occurred immediately before Plaintiff's third trimester, a very trying time physically and emotionally for an expectant mother.

FIRST CAUSE OF ACTION
RETALIATION FOR INVOKING FMLA RIGHTS
(Against All Defendants)

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

68. At all times relevant hereto, Defendants were covered employers under the FMLA.

69. Ms. Lavi was entitled to and requested FMLA leave in preparation for the birth of her child.

70. By the actions detailed above, among others, Defendants retaliated against Ms. Lavi in violation of the FMLA by terminating her employment three months before her protected leave was scheduled to begin.

71. Ms. Lavi engaged in protected activity by informing Defendants of her pregnancy, and by requesting maternity leave, which was approved by HR.

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

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

SECOND CAUSE OF ACTION
FMLA INTERFERENCE
(Against All Defendants)

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

75. At all times relevant hereto, Defendants were covered employers under the FMLA.

76. Ms. Lavi was entitled to and requested FMLA leave in preparation for the birth of her child.

77. Based on the facts alleged herein, Defendants engaged in interference as prohibited by the FMLA by taking adverse employment actions against Plaintiff for requesting protected maternity leave, culminating in Plaintiff's termination.

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

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

THIRD CAUSE OF ACTION
DISCRIMINATION IN VIOLATION OF NYSHRL
(Against Defendant Grant Thornton)

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

81. 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."

82. By the actions detailed above, among others, Defendants have violated the NYSHRL by, *inter alia*, discriminating against Ms. Lavi based on disability (pregnancy-related symptoms), gender (pregnancy), sex (female), and religion (Jewish).

83. Ms. Lavi's role was diminished, she was repeatedly ignored by her own career coach, Defendant Hammond in the weeks and months leading to her termination and ultimately terminated under the guise of "performance" concerns three months before her HR approved maternity leave, pregnancy-related reasonable accommodations, and PTO to observe Passover were slated to begin.

84. This discrimination escalated the moment Ms. Lavi requested maternity leave and continued to escalate after Ms. Lavi requested reasonable accommodations for pregnancy-related symptoms and time off to observe Passover.

85. On March 10, 2026, Ms. Lavi was terminated – three months before her maternity leave was set to begin – and one days after Ms. Lavi requested time-off to observe Passover.

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

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

FOURTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF NYSHRL
(Against Defendant Grant Thornton)

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

89. 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."

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

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

92. The conduct of Defendant described above was willful, wanton, and malicious. At all relevant times, Defendants acted with conscious disregard for Plaintiff's rights and feelings, acted with knowledge or with reckless disregard that his conduct was certain to cause injury and/or humiliation to Plaintiff, and intended to cause physical injury, fear, and/or pain and suffering to Plaintiff.

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

FIFTH CAUSE OF ACTION
AIDING AND ABETTING IN VIOLATION OF NYSHRL
(Against Individual Defendants)

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

95. New York Executive Law § 296(6) states: "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 article, or to attempt to do so."

96. By the actions described herein, Individual Defendants recklessly aided and abetted and directly participated in the unlawful discrimination and/or retaliation to which Plaintiff was subjected in violation of the NYSHRL.

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

98. As a direct and proximate result of Individual Defendants' unlawful conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, emotional, monetary and/or economic harm, for which she is entitled to an award of monetary damages.

99. As a direct and proximate result of Individual Defendants' unlawful conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer mental anguish, and emotional distress, for which she is entitled to an award of damages, to the greatest extent permitted by law.

100. Individual Defendants' unlawful discriminatory actions constitute malicious, willful, and wanton violations of the NYSHRL for which Plaintiff is entitled to an award of punitive damages.

SIXTH CAUSE OF ACTION
DISCRIMINATION IN VIOLATION OF NYCHRL
(Against All Defendants)

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

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

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

103. By the actions detailed above, among others, Defendants have violated the NYCHRL by, *inter alia*, discriminating against Ms. Lavi based on disability (pregnancy-related symptoms), gender (pregnancy), sex (female), and religion (Jewish).

104. Ms. Lavi's role was diminished, she was repeatedly ignored by her own career coach, Defendant Hammond in the weeks and months leading to her termination and ultimately terminated under the guise of "performance" concerns three months before her HR approved maternity leave, pregnancy-related reasonable accommodations, and PTO to observe Passover were slated to begin.

105. This discrimination escalated the moment Ms. Lavi requested maternity leave and continued to escalate after Ms. Lavi requested reasonable accommodations for pregnancy-related symptoms and time off to observe Passover.

106. On March 10, 2026, Ms. Lavi was terminated – three months before her maternity leave was set to begin – and two days after Ms. Lavi requested time-off to observe Passover.

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

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

SEVENTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF NYCHRL
(Against All Defendants)

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

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

> "It shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter, (ii) filed a complaint, testified or assisted in any proceeding under this chapter, (iii) commenced a civil action alleging the commission of an act which would be an unlawful discriminatory practice under

> this chapter, (iv) assisted the commission or the corporation counsel in an investigation commenced pursuant to this title, (v) requested a reasonable accommodation under this chapter, or (vi) provided any information to the commission pursuant to the terms of a conciliation agreement made pursuant to section 8-115 of this chapter."

111. By the actions detailed above, among others, the Defendants have retaliated against Plaintiff based on her protected activities in violation of the NYCHRL, including by terminating Plaintiff's employment.

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

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

EIGHTH CAUSE OF ACTION
AIDING AND ABETTING IN VIOLATION OF NYCHRL
(Against Individual Defendants)

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

115. 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."

116. Individual Defendants engaged in an unlawful employment practice in violation of New York City Administrative Code § 8-107(6) by aiding, abetting, inciting, compelling, or coercing the discriminatory conduct against Plaintiff.

117. As a direct and proximate result of Individual Defendants' unlawful conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer emotional, monetary and/or economic harm, for which she is entitled to an award of monetary damages.

118. As a direct and proximate result of Individual Defendants' unlawful conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer mental anguish, and emotional distress, for which she is entitled to an award of damages, to the greatest extent permitted by law.

119. Individual Defendants' unlawful discriminatory actions constitute malicious, willful, and wanton violations of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in unlawful employment practices prohibited by the FMLA, NYSHRL and NYCHRL in that Defendants discriminated, interfered and retaliated against Plaintiff on the basis of her use of protected medical leave, her gender, sex and disability;

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendants' unlawful discrimination and retaliation in violation of federal, state, and local law, and to otherwise make her whole for any losses suffered as a result of such unlawful employment practices;

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 at trial;

D. Awarding Plaintiff punitive and/or liquidated damages;

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

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

JURY DEMAND

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

Dated: September 30, 2026
White Plains, New York

Respectfully submitted,

FILIPPATOS PLLC

By: _____

Erica T. Healey-Kagan
Daniel J. Chavez
425 Madison Ave., Suite 1502
New York, New York 10017
212-202-0234 ext. 414
ehealeykagan@filippatoslaw.com
dchavez@filippatoslaw.com
Counsel for Plaintiff