

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

Rafaela Espinal f/k/a Rafaela Espinal-Pacheo,

Plaintiff,

-against-

Index No.:

Date Purchased:

SUMMONS

New York City Department of Education, Richard Carranza, Chancellor of the New York City Department of Education Individually, Cheryl Watson-Harris, Former First Deputy Chancellor of the New York City Department of Education Individually, David Hay, Ursulina Ramirez, New York City Department of Education Chief Operating Officer Individually and “John Does” and “Jane Does” 1-25 whose names are currently unknown.

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiffs’ Attorney within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
February 3, 2021

/s/ Israel Goldberg, Esq.
GOLDBERG & MARKUS PLLC
Israel Goldberg, Esq.
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TO: New York City Department of Education
c/o New York City Law Department
100 Church Street
New York, NY 10007

Richard Carranza,
Chancellor of the New York City Department of Education
52 Chambers St.
New York, NY 10007

Cheryl Watson-Harris,
Former First Deputy Chancellor of the New York City Department of Education
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

David Hay
Register Number: 17194-089

Ursulina Ramirez
New York City Department of Education Chief Operating Officer
52 Chambers St.
New York, NY 10007

“John Does” and “Jane Does” 1-25 whose names are currently unknown.

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

Rafaela Espinal f/k/a Rafaela Espinal-Pacheo,

Plaintiff,

-against-

New York City Department of Education and Richard Carranza, Chancellor of the New York City Department of Education Individually, Cheryl Watson-Harris, Former First Deputy Chancellor of the New York City Department of Education Individually, David Hay, Ursulina Ramirez, New York City Department of Education Chief Operating Officer Individually and “John Does” and “Jane Does” 1-25 whose names are currently unknown.

Defendants,

Index No.:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Rafaela Espinal f/k/a Rafaela Espinal-Pacheo by her attorneys Goldberg and Markus PLLC and Domenic M. Recchia, Jr. as and for her complaint alleges:

IDENTITY OF PARTIES

1. Plaintiff Rafaela Espinal f/k/a Rafaela Espinal-Pacheo (“Plaintiff” or “Espinal”) is a resident of the City and State of New York.
2. Espinal is a Dominican, Black/Afro Latina Hispanic woman, over 40 years of age.
3. At all relevant times and since 1993 Espinal was employed by Defendant New York City Department of Education (hereinafter NYC DOE) or another branch of the New York State Department of Education.
4. Until here recent termination turned demotion Espinal served as the Community Superintendent of District 12.

5. Defendant NYC DOE is a New York City governmental agency responsible for the administration of the New York City Public school system located in the City and State of New York.

6. NYC DOE is under the control and supervision of the Mayor of the City of New York.

7. At all times relevant to this Complaint Defendant Richard Carranza (“Carranza”) was and is currently the Chancellor of the NYC DOE.

8. Defendant Carranza is a resident of the State of New York.

9. Bill de Blasio is the Mayor of the City of New York (hereinafter “de Blasio”) appointed Carranza to the position of Chancellor of the NYC DOE on or about March 27, 2018.

10. As Chancellor of NYC DOE, Carranza oversees the NYC DOE including the employment and supervision of all personnel including Community Superintendents, such as Espinal.

11. Espinal brings this action against Defendants for unlawful race, gender, age, and discrimination and retaliation under, *inter alia*, the New York City Human Rights Law because Defendants have implemented agenda toward women, particularly those in senior leadership positions at the DOE, who are Dominican or Caucasian.

12. The position of Chancellor of the NYC DOE is a supervisory position requiring the Chancellor to have New York State certification as a School District Administrator.

13. At the time of his appointment to the position of Chancellor of the NYC DOE, Carranza was given a waiver of the aforementioned NYS certification.

14. Prior to assuming the position of Chancellor of the NYC DOE, Carranza served as the Deputy Superintendent and then as Superintendent of the San Francisco Unified School District.

15. Carranza appointed Defendant Cheryl Watson-Harris (hereinafter Watson) to the new position of First Deputy Chancellor without going through the normal vetting and interviewing process established by the DOE.

16. Watson was not qualified for the position as she did not possess the necessary license for the role at the time of her appointment.

17. In May of 2016 Defendant Ursulina Ramirez (“Ramirez”) was promoted to Chief Operating Officer of the NYCE DOE.

18. Ramirez’s job description includes the development and implementation of key DOE portfolios including the Mayor’s “Equity and Excellence” agenda, internal and external communications, and intergovernmental affairs.

19. Ramirez does not possess New York State Certification as a School Building Leader, School Administrator and Supervisor or School District Administrator.

BACKGROUND

20. Espinal graduated from Brooklyn College, *Magna Cum Laude*, with a Bachelor of Arts degree in Elementary & Bilingual Education in 1993. Espinal received a Master of Science degree in Reading Specialist from Brooklyn College in 1998. Espinal received an Administration and Supervision Certificate from New York City Leadership Academy, Aspiring Principals Program in 2004. Espinal received a Master of Science degree in Educational Leadership from Bernard M. Baruch College, City University of New York. Espinal received an Ed. M. from Columbia University, 2019. Espinal will be awarded an Ed. D. from Columbia

University next month (defended December 2020, doctorate will be conferred at end of the semester February 2021).

21. Espinal began her employment with NYC DOE as a bilingual classroom teacher in 1993 at P.S. 169 in Sunset Park, Brooklyn. Espinal began working at P.S. 24 in Sunset Park, Brooklyn in 1998 where she served as an Instructional Team Leader, Librarian, Reading Recovery Teacher, Literacy Staff Developer and Coach.

22. Espinal was followed by Channel 13 for its documentary NY Voices: Leadership from the Principals Office for her exemplary work.

23. Espinal served as the principal of P.S. 147 Isaac Remsen in District 14 in Williamsburg, Brooklyn from 2004 through 2008.

24. In 2008 Espinal served as the District Supervisor of English Language Arts K-12 and Primary Education for the East Brunswick Public Schools of New Jersey.

25. From 2009 through 2011 Espinal served as Principal for P.S. 125M – The Ralph Bunche School in Harlem. Espinal worked in the Office Of Teacher Effectiveness (OTE) for the NYCDOE as a Talent Coach in 2011 then as the Director of Implementation from 2012 through 2014.

26. Espinal was appointed to the position of Community Superintendent for District 12 in 2014 until her demotion in 2018.

27. Upon her appointment to Community Superintendent for School District 12 Espinal inherited a district with the majority of schools designated as “focus and priority schools”, “failing” and “struggling” schools on the New York State Performance list.

28. During her tenure as Community Superintendent Espinal doubled literacy scores and greatly improved math skills. Espinal also improved instructional practices and student learning at large.

29. Espinal advanced teachers, assistant principals, and principal practices and held a highly attended annual conference.

30. As a Superintendent Espinal supervised 36 schools with approximately 24,000 students, 36 principals, 65 assistant principals, and 1,800 teachers.

31. Espinal was fully licensed for her position as Superintendent of Schools for the NYC DOE and was certified as a School District Leader in New York State upon her appointment.

32. Espinal holds several New York City and New York State Licenses including a license for New York State School District Leader (SDL), New York State School Administrative and Supervisor License (SAS) New York State Certification in Reading K-12, NYU Certified Reading Recovery Reading Specialist, New York State Teacher Certification: Nursery-Grade Six and Bilingual Nursery-Grade Six, and New York City Permanent Certification: Common Branches and Bilingual Common Branches.

33. During her service as Community Superintendent Espinal had only received positive evaluations, and accolades from all seven Deputy Chancellors, the senior supervising superintendent, the Deputy Chancellor, and the Chancellor.

34. Espinal had received commendations and accolades at Principals' Conferences, meetings, and retreats.

35. Espinal was asked to present to her colleagues in meetings on best practices and to share many of the resources she created to improve academic outcomes and instruction in her district.

36. Espinal was selected as a 2008 Cahn Fellow by Cahn Fellows Program for Distinguished Public School Principals by Columbia University.

37. Espinal was awarded the NYCDOE NYCLA Distinguished Alumni Leadership Award in 2017 as a Superintendent.

38. Espinal presented at the Council for Great City Schools. Miami, FL in October 2016. Espinal was awarded Chancellor's Innovation Grant: Robust institute approach to build district-wide coherence in literacy 2015-16 and 2017-18 for ELL.

39. Espinal received the NYCDOE Emolior Academy Leadership Award in 2018 just before her capricious termination turned demotion.

40. On June 27, 2018, all NYC DOE Superintendents were called to the Tweed Courthouse Tweed Courthouse, 52 Chambers Street, New York, New York 10007 (“Tweed”) for an 8:30 AM meeting, where Defendant Carranza announced his reorganization plan for NYC DOE.

41. Carranza addressed the restructuring of his administration from Tweed rotunda, announcing to all DOE employees at Tweed that “If you draw a paycheck from DOE,” you will either “Get on board with [his] equity platform or leave.”

42. The agenda of Chancellor Carranza and his senior leadership team was euphemistically touted as an “equity platform” but in reality, it was a platform used to create racial and ethnic divisions in the NYC School system.

43. Carranza has created a discriminatory and hostile work environment to target NYC DOE employees on the basis of race, particularly women who are Caucasian or Dominican like the Plaintiff over 40, and diminish their roles in policy-making positions at NYC DOE and segregate and

demean those women, like Plaintiff, often times to the benefit of less qualified non-Latina/Caucasian employees.

44. Defendants used their authority at the NYC DOE to create a work environment that incubated hostility and bigotry and discrimination against protected classes.

45. The improper actions and conduct commenced in the fall of 2017 and gained momentum in March of 2018, soon after Defendant Carranza took the helm of the NYC DOE.

46. Beginning in October 2017, several black superintendents began to meet separately after the formal monthly superintendents' meetings without Espinal or other Dominican or Caucasian Superintendents.

47. Dr. Feijjo and Dr. Gibson were set aside from leading the "work" of the Superintendents beginning in October of 2017.

48. Under the auspices of Donald Conyers, now the acting First Deputy Chancellor, only the birthdays of black superintendents were celebrated in front of the larger group of 45 superintendents during formal meeting time.

49. At the end of many Superintendents meetings, Espinal was asked to cross her hands in the sign of a black power /"Wakanda"/ Black Panther Salute (the "Salute") by Meisha Ross Porter.

50. Espinal refused to participate in the Salute.

51. Espinal was admonished and told that it was inappropriate for her not to participate in the black power /"Wakanda"/ Black Panther Salute.

52. The superintendents were consistently asked to do the Salute in group photos.

53. Group photos of the superintendents (who participated) doing the Salute were frequently posted online and on Twitter and continue to be.

54. Despite being Afro-Latina, Espinal was told by DOE superiors that she was not “black enough” because she did not “get down” with them “like that”.

55. Jose Ruiz, advisor to Watson-Harris told Espinal “You are so pretty but then you enter the room open your mouth and intimidate men and people. You need to just learn to be quiet and look pretty”

56. The discriminatory and bigoted ethnic attacks along with the creation of a hostile work environment for persons who did not fit the “Carranza Agenda” were in lock step with the conduct Carranza was sued for when he was employed at the San Francisco Unified School District just prior to being hired as the Chancellor of the NYC DOE.

57. In or about May of 2015, prior to Carranza’s appointment as Chancellor of the NYC DOE, Veronica Chavez filed a complaint for damages against the San Francisco Unified School District in the Superior Court of California County of San Francisco under file number CGC 15-545842 (hereinafter Chavez Complaint).

58. Defendant Carranza individually and in concert with others and in his capacity as Chancellor of the NYC DOE engaged in a course of conduct similar to the conduct alleged in the Chavez Complaint.

59. The Chavez complaint alleged, *inter alia*, that Defendant Carranza, in violation of law, engaged in gender discrimination, retaliatory and discriminatory practices and wrongful demotion.

60. As part of the Chavez settlement a letter of reprimand was included in Defendant Carranza’s file.

61. On August 31, 2018, Espinal met with Watson and Thomas Hannah, Executive Director of Human Resources at Tweed for what turned out to be a termination meeting (hereinafter “Termination Meeting”), wherein Watson read Espinal a termination letter.

62. The termination letter read to Espinal had the wrong district number stating “you will no longer serve in District 8”, despite the fact that Espinal served in District 12.

63. Espinal repeatedly asked the reason for her termination. Watson stated that there was no reason for Plaintiff’s termination other than that the NYC DOE was moving in a new direction and Plaintiff did not fit into that agenda.

64. The person that replaced Espinal was less credentialed and less qualified than Espinal to hold the position, but was a classmate with Chancellor Carranza in the ALAS Superintendent program¹.

65. At the Termination Meeting Espinal was not given an option for the continuation of healthcare coverage (COBRA), annual leave balance, sick leave balance, or sufficient time to schedule a retirement consultation.

66. The day of Espinal’s firing, Watson emailed all DOE personnel regarding her “departure from the Department Of Education”

67. Jose Ruiz, advisor to Watson-Harris directed Espinal’s staff and principals to refrain from discussing district business with Espinal. The hostile tone and accusatory language used by Ruiz regarding Espinal’s departure, was meant to and created the appearance as if Espinal had engaged in misconduct given the content and timing of Watson-Harris' emails and Ruiz’s directives.

¹ In fact, the last school where Ms. Rosado (Espinal’s replacement) was a principal became a Renewal School (part of a list of the lowest performing schools in NY State).

68. The sudden and arbitrary nature of Espinal's firing and the context and aftermath of the firing and directives to Espinal's staff caused her such emotional distress that Espinal sought and received medical care.

69. Espinal was not allowed to return to Espinal's office immediately after that meeting, which she attended after leading a principals' conference that morning.

70. Espinal had left all Espinal's belongings and assignments with her staff without any idea that she was not returning. At the same time that Watson-Harris was giving Espinal a termination letter, with the wrong district on it (which Espinal corrected for her), Espinal's staff was read a letter directing them to remove Espinal from their calendars and directed not to ever contact Espinal or speak with her.

71. Espinal was forced to go on a Sunday, during Sunday church hours, to pick up her belongings that she left in her office.

72. Espinal was refused an appeal of the termination.

73. Espinal begged Defendant Chancellor Carranza with an email informing him that she had one year left to complete her 25th year with the DOE and being terminated would result in loss of lifetime benefits.

74. Espinal met with Defendant Chancellor Carranza in September 2018.

75. At that meeting Espinal was coerced to sign a stipulation accepting a demotion instead of the termination, which would have left Espinal and her two children without health care and left Espinal without her retirement benefits.

76. Defendant Carranza advised Espinal "The clock is ticking. You are a divorced single mother of two children. The ball is in your court."

77. Carranza's then Deputy Chief of Staff David Hay, who was recently convicted of possession of child pornography, after soliciting and sending explicit photos and videos to/from children², told Espinal to remain on payroll, she would have to voluntarily resign from her position as superintendent and sign the stipulation.

78. Espinal was only offered a position as a School Based Investigator ("Investigator").

79. Espinal and her colleague Karen Ames met with Randy Asher and Theresa Europe in September 2018 they were told that they were lucky to have this job and if "they behaved," they could remain until they met their retirement year.

80. Espinal and Ames were advised that if they did not accept the Investigator jobs they would be dropped from payroll.

81. Espinal was coerced to render a voluntary resignation, a demotion in title and role, and accept the assignment with Randy Asher's office and report to the Investigator unit, with a significant cut in pay.

82. The Investigator position is a non-pedagogical position that only requires a high-school degree.

83. Espinal is incredibly overqualified for the Investigator position.

84. Espinal is often placed in the Absence Teacher Reserve ("ATR") Unit when she is not scheduled to be at a school even during all holidays and summer, when school is not in session.

85. The ATR is generally for all DOE staff with substantiated cases against them were awaiting hearings for egregious offenses.

86. The Investigator position is a significant reduction in salary compared to what Espinal would have received had she remained Superintendent.

² <https://www.justice.gov/usao-edwi/pr/former-wisconsin-and-new-york-city-schools-official-sentenced-child-pornography-charge>

87. Espinal has continuously been subjected to a hostile work environment since assuming the Investigator position.

88. Espinal does not have her own permanent desk or work station, office phone number, computer, DOE mobile phone, NYC DOT Parking Permit.

89. Espinal has been assigned to work sites that are over 90 minutes away from her home without being compensated for gas or tolls.

90. Espinal has been assigned menial work assignments, has no supervisory responsibilities and is in a non-pedagogical role.

91. Espinal has been excluded from DOE communication (P Digest, formally P-Weekly, Central communication, central emails, etc.) exclusion from DOE professional development, exclusion from professional organizations (who fear retaliation by association), and isolated from her colleagues.

92. Espinal applied to over 20 different jobs within the DOE since her demotion, the majority of which she was over-qualified for.

93. Due to the DOE's retaliatory conduct Espinal has not been selected to any of the numerous DOE positions she has applied for.

94. In one instance Espinal had an interview with District 3 Superintendent Ilene Altschul and was offered a position as an elementary school principal at 03M075 since Espinal was a successful and experienced principal. Espinal conducted a walkthrough with the outgoing principal and was scheduled for a final meeting with the parents. Fifteen minutes prior to her 7:30 AM meeting, Espinal was told that the Chancellor's office asked the superintendent not to proceed, and that Espinal was not eligible for hiring.

95. However, as a previously tenured principal the statement by the Chancellor's office is untrue, as Espinal had tenure in that position and was overqualified.

96. Espinal was willing to accept this type of demotion because Espinal loved being a principal and was very successful in increasing student learning and achievement as well as improving teacher practice.

97. At the beginning of the Covid-19 pandemic Espinal was denied the chance to work from home despite her expressed risk factors, until all DOE staff was ordered to work from home.

98. Defendants' conduct has caused Espinal great emotional anguish, damage to my career, and loss of earning capacity.

99. The discriminatory conduct against Plaintiff is continuing unabated.

AS AND FOR A FIRST CAUSE OF ACTION

100. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

101. At the time Plaintiff was subjected to the discriminatory conduct described herein, she was a member of a protected class under the New York City Human Rights Law because of her gender.

102. Throughout the time of her employment with Defendants, Plaintiff was fully qualified for her position and was in a position to continue working in that capacity for the remainder of her career.

103. Defendants terminated Plaintiff.

104. Defendants coerced Plaintiff to accept a demotion.

105. Defendants treated Plaintiff less well because of Plaintiff's gender, demeaned Plaintiff because of her gender, and took adverse employment action against Plaintiff.

106. Defendants' actions denied Plaintiff employment opportunities.

107. The circumstances surrounding Defendants' conduct towards Plaintiff give rise to a very real inference that the actual basis for Defendants' actions towards Plaintiff was gender discrimination.

108. The above-described acts of Defendants constitute unlawful discrimination against Espinal in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (hereinafter The New York City Human Rights Law), which provides, *inter alia* that:

It shall be unlawful discriminatory practice . . . [f]or an employer or an employee or agent thereof, because of the actual or perceived ... gender . . . of any person . . . to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.

109. As a result of Defendants' violations of the New York City Human Rights Law §8-107(1)(a), Defendants are liable to Espinal pursuant to §8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of the statute for "costs and reasonable attorney's fees," as provided for under the law.

110. Espinal has been caused to suffer injuries resulting in emotional anguish and suffering, and has been humiliated, demeaned and otherwise degraded because of Defendants' outrageous conduct in violation of Espinal's human rights, all of which has impacted her wellbeing and the quality of her life.

111. As a direct and proximate result of Defendants' discriminatory conduct complained of herein, Espinal has suffered damages, injuries and losses, both actual and prospective, which include damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which Espinal alleges to be in the amount of Ten Million Dollars (\$10,000,000).

112. Espinal, therefore, seeks judgment against Defendants on this cause of action, including, among other things, for compensatory damages in the sum of Ten Million Dollars (\$10,000,000).

AS AND FOR A SECOND CAUSE OF ACTION

113. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

114. At the time Plaintiff was subjected to the discriminatory conduct described herein, Plaintiff was a member in a protected class under the New York City Human Rights Law because of her race.

115. Throughout the time of her employment with Defendants, Plaintiff was fully qualified for her position and was in a position to continue working in that capacity for the remainder of her career.

116. Defendants treated Plaintiff less well because of Plaintiff's race and took adverse employment action against Plaintiff because of her race.

117. Defendants terminated Plaintiff.

118. Defendants forced Plaintiff to accept a demotion and Defendants unfairly denied Plaintiff employment opportunities.

119. The circumstances surrounding Defendants' conduct towards Plaintiff, including but not limited to: telling Plaintiff she was not "black enough" condoning and promoting racist professional development trainings and other presentations, pressuring Plaintiff and Plaintiff's colleagues to partake in the Salute, terminating Plaintiff from the position of Superintendent for District 12, coercing Plaintiff to accept a demotion, and ignoring Plaintiff's candidacy for other

positions give rise to a very real inference that the actual basis for Defendants' actions towards Plaintiff was race discrimination.

120. The aforementioned acts of Defendants constitute unlawful discrimination against Plaintiff in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a), which provides, *inter alia* that:

It shall be unlawful discriminatory practice ... [f]or an employer or an employee or agent thereof, because of the actual or perceived ... race ... of any person ... to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.

121. As a result of Defendants' violations of the New York City Human Rights Law §8-107(1)(a), Defendants are liable to Plaintiff pursuant to §8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of the statute for "costs and reasonable attorney's fees," as provided for under the law.

122. Plaintiff has been caused to suffer injuries resulting in emotional anguish and suffering, and has been humiliated, demeaned and otherwise degraded because of Defendants' outrageous conduct in violation of Plaintiff's human rights, all of which has impacted her well-being and the quality of her life.

123. As a direct and proximate result of Defendants' discriminatory conduct complained of herein, Plaintiff has suffered damages, injuries and losses, both actual and prospective, which include damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which Plaintiff alleges to be in the amount of Ten Million Dollars (\$10,000,000).

124. Plaintiff, therefore, seeks judgment against Defendants on this cause of action, including, among other things, for compensatory damages in the sum of Ten Million Dollars (\$10,000,000), together with costs, pre-judgment interest and reasonable attorney's fees.

AS AND FOR A THIRD CAUSE OF ACTION

125. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

126. At the time Plaintiff was subjected to the discriminatory conduct described herein, Plaintiff was a member in a protected class under the New York City Human Rights Law because of her age.

127. Throughout the time of her employment with Defendants, Plaintiff was fully qualified for her position and was in a position to continue working in that capacity for the remainder of her career.

128. Defendants treated Plaintiff less well because of Plaintiff's age and took adverse employment action against Plaintiff because of her age.

129. Defendants terminated Plaintiff from her position and allowed her to remain in the employ of DOE conditioned on her acceptance of a demotion in position and reduction in salary.

130. Defendants forced Plaintiff to accept a demotion and Defendants unfairly denied Plaintiff employment opportunities.

131. The circumstances surrounding Defendants' conduct towards Plaintiff, give rise to a very real inference that the actual basis for Defendants' actions towards Plaintiff was age discrimination.

132. The aforementioned acts of Defendants constitute unlawful discrimination against Plaintiff in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a), which provides, *inter alia* that:

It shall be unlawful discriminatory practice ... [f]or an employer or an employee or agent thereof, because of the actual or perceived ... age ... of any person ... to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.

133. As a result of Defendants' violations of the New York City Human Rights Law §8-107(1)(a), Defendants are liable to Plaintiff pursuant to §8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of the statute for "costs and reasonable attorney's fees," as provided for under the law.

134. Plaintiff has been caused to suffer injuries resulting in emotional anguish and suffering, and has been humiliated, demeaned and otherwise degraded because of Defendants' outrageous conduct in violation of Plaintiff's human rights, all of which has impacted her well-being and the quality of her life.

135. As a direct and proximate result of Defendants' discriminatory conduct complained of herein, Plaintiff has suffered damages, injuries and losses, both actual and prospective, which include damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which Plaintiff alleges to be in the amount of Ten Million Dollars (\$10,000,000).

136. Plaintiff, therefore, seeks judgment against Defendants on this cause of action, including, among other things, for compensatory damages in the sum of Ten Million Dollars (\$10,000,000), together with costs, pre-judgment interest and reasonable attorney's fees.

AS AND FOR A FOURTH CAUSE OF ACTION

137. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

138. As set forth in the preceding paragraphs, Carranza aided, abetted, and compelled the discrimination against Plaintiff so that Carranza should be held personally liable.

139. The aforementioned acts of Carranza constitute unlawful aiding and abetting against Plaintiffs in violation of §8-107(6) of the New York City Human Rights Law, which states, *inter alia*:

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 to attempt to do so.

140. Carranza aided and abetted the City of New York to engage in the conduct complained of and, as a direct result, Plaintiff has and will continue to suffer, among other things, a significant loss of income and benefits, emotional injuries, as well as other losses associated with the effects of Carranza's conduct upon Plaintiff's employment, career and life's normal pursuits.

141. As a direct and proximate result of Carranza's violation of the New York City Human Rights Law, Carranza is individually liable to each Plaintiff pursuant to §8-502(a) of said statute for damages and pursuant to §8-502(f) of said statute for "costs and reasonable attorney's fees," as has been judicially established.

142. Plaintiff, therefore, seeks compensatory damages in this cause of action including, among other things, for loss of earning capacity and for the emotional pain and suffering she has been caused to suffer, which Plaintiff alleges to be in the amount of Ten Million Dollars (\$10,000,000).

143. Plaintiff therefore, seeks compensatory damages in this cause of action in the sum of Ten Million Dollars (\$10,000,000) in damages, for a total of Thirty Million Dollars (\$30,000,000) plus attorney's fees, pre-judgment interest and the costs of this action.

AS AND FOR A FIFTH CAUSE OF ACTION

144. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

145. As set forth in the preceding paragraphs, Defendant Watson aided, abetted, and compelled the discrimination against Plaintiff so that Watson should be held personally liable.

146. The aforementioned acts of Watson constitute unlawful aiding and abetting against Plaintiffs in violation of §8-107(6) of the New York City Human Rights Law, which states, *inter alia*:

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 to attempt to do so.

147. Watson aided and abetted the City of New York to engage in the conduct complained of and, as a direct result, Plaintiff has and will continue to suffer, among other things, a significant loss of income and benefits, emotional injuries, as well as other losses associated with the effects of Watson's conduct upon Plaintiff's employment, career and life's normal pursuits.

148. As a direct and proximate result of Watson's violation of the New York City Human Rights Law, Watson is individually liable to each Plaintiff pursuant to §8-502(a) of said statute for damages and pursuant to §8-502(f) of said statute for "costs and reasonable attorney's fees," as has been judicially established.

149. Plaintiff, therefore, seeks compensatory damages in this cause of action including, among other things, for loss of earning capacity and for the emotional pain and suffering Plaintiff has been caused to suffer, which Plaintiff alleges to be in the amount of Ten Million Dollars (\$10,000,000).

150. Plaintiff therefore, seeks compensatory damages in this cause of action in the sum of Ten Million Dollars (\$10,000,000) in damages, for a total of Thirty Million Dollars (\$30,000,000) plus attorney's fees, pre-judgment interest and the costs of this action.

AS AND FOR A SIXTH CAUSE OF ACTION

151. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

152. At the time Plaintiff was subjected to the discriminatory conduct described herein, she was a member of a protected class under the New York State Human Rights Law because of her gender.

153. Throughout the time of her employment with Defendants, Plaintiff was fully qualified for her position and was in a position to continue working in that capacity for the remainder of her career.

154. Defendants treated Plaintiff less well because of Plaintiff's gender, demeaned Plaintiff because of her gender, and took adverse employment action against Plaintiff.

155. Defendants terminated Plaintiff.

156. Defendants coerced Plaintiff to accept a demotion and Defendants denied Plaintiff employment opportunities.

157. The circumstances surrounding Defendants' conduct towards Plaintiff give rise to a very real inference that the actual basis for Defendants' actions towards Plaintiff was gender discrimination.

158. The above-described acts of Defendants constitute unlawful discrimination against Ames in violation of Executive Law § 296 (hereinafter The New York State Human Rights Law), which provides, *inter alia* that:

It shall be unlawful discriminatory practice . . . [f]or an employer . . . because of an individual's . . . sex . . . to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

159. As a result of Defendants' violations of the New York State Human Rights Law Executive Law § 296. Defendants are liable to Espinal.

160. Espinal has been caused to suffer injuries resulting in emotional anguish and suffering, and has been humiliated, demeaned and otherwise degraded because of Defendants' outrageous conduct in violation of Espinal's human rights, all of which has impacted her wellbeing and the quality of her life.

161. As a direct and proximate result of Defendants' discriminatory conduct complained of herein, Espinal has suffered damages, injuries and losses, both actual and prospective, which include damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which Espinal alleges to be in the amount of Ten Million Dollars (\$10,000,000).

162. Espinal, therefore, seeks judgment against Defendants on this cause of action, including, among other things, for compensatory damages in the sum of Ten Million Dollars (\$10,000,000).

AS AND FOR A SEVENTH CAUSE OF ACTION

163. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the Complaint as if fully set forth herein.

164. At the time Plaintiff was subjected to the discriminatory conduct described herein, Plaintiff was a member in a protected class under the New York State Human Rights Law because of her race.

165. Throughout the time of her employment with Defendants, Plaintiff was fully qualified for her position and was in a position to continue working in that capacity for the remainder of her career.

166. Defendants treated Plaintiff less well because of Plaintiff's race and took adverse employment action against Plaintiff because of her race.

167. Defendants terminated Plaintiff.

168. Defendants forced Plaintiff to accept a demotion and Defendants unfairly denied Plaintiff employment opportunities.

169. The circumstances surrounding Defendants' conduct towards Plaintiff, including but not limited to: condoning and promoting racist professional development trainings and other presentations, inquiring about Plaintiff's racial, ethnic and religious background, pressuring Plaintiff and Plaintiff's colleagues to partake in the Salute, terminating Plaintiff from the position of Superintendent for District 12, coercing Plaintiff to accept a demotion, and ignoring Plaintiff's candidacy for other positions give rise to a very real inference that the actual basis for Defendants' actions towards Plaintiff was race discrimination.

170. The aforementioned acts of Defendants constitute unlawful discrimination against Plaintiff in violation of The above-described acts of Defendants constitute unlawful discrimination against Ames in violation of Executive Law § 296 (hereinafter The New York State Human Rights Law), which provides, *inter alia* that:

It shall be unlawful discriminatory practice . . . [f]or an employer . . . because of an individual's . . . race . . . to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

171. As a result of Defendants' violations of the New York State Human Rights Law Executive Law § 296. Defendants are liable to Espinal.

172. Plaintiff has been caused to suffer injuries resulting in emotional anguish and suffering, and has been humiliated, demeaned and otherwise degraded because of Defendants'

outrageous conduct in violation of Plaintiff's human rights, all of which has impacted her well-being and the quality of her life.

173. As a direct and proximate result of Defendants' discriminatory conduct complained of herein, Plaintiff has suffered damages, injuries and losses, both actual and prospective, which include damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which Plaintiff alleges to be in the amount of Ten Million Dollars (\$10,000,000).

174. Plaintiff, therefore, seeks judgment against Defendants on this cause of action, including, among other things, for compensatory damages in the sum of Ten Million Dollars (\$10,000,000), together with costs, pre-judgment interest and reasonable attorney's fees.

Wherefore Plaintiff seeks damages on the First Cause of Action in the amount to be ascertained but in no event less than the sum of ten million dollars; on the second cause of action in the amount to be ascertained but in no event less than the sum of ten million dollars; on the third cause of action in the amount to be ascertained but in no event less than the sum of ten million dollars; on the fourth cause of action in the amount to be ascertained but in no event less than the sum of ten million dollars; on the fifth cause of action in the amount to be ascertained but in no event less than the sum of ten million dollars; on the sixth cause of action in the amount to be ascertained but in no event less than the sum of ten million dollars; on the seventh cause of action in the amount to be ascertained but in no event less than the sum of ten million dollars and for Punitive damages in the amount of \$20,000,000.00 and for costs and expenses and attorney's fees of this action and for such other and further relief as the Court deems Just and proper.

Dated: New York, New York
February 3, 2021

/s/ Israel Goldberg, Esq.
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ATTORNEY VERIFICATION

The undersigned, an attorney licensed to practice as such in the State of New York, affirms, under the penalty of perjury as follows:

This verification is made by the undersigned and not by the Plaintiff because the Plaintiff is not currently in this County where the undersigned is located.

The foregoing Complaint is true to my knowledge and based on facts and information related to me by my client.

Dated: New York, New York
February 3, 2021

/s/ Israel Goldberg
Israel Goldberg, Esq.