

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

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ROXANNE LUDEMANN

Date Filed
Index No.:

SUMMONS

JURY DEMAND
Plaintiff designates
New York County
as the place of trial
based on CPLR 504

Plaintiff,

-against-

CITY OF NEW YORK, NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION, TIMOTHY PEARSON,
Individually, JEFFREY MADDREY, Individually and
JOSEPH PROFETA, Individually

Defendants'

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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 the summons, to serve a notice of appearance on Plaintiff's attorney within twenty (20) days after service of this summons, exclusive of the day of service, (or within thirty (30) days after 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 answer, judgment will be taken against you by default for the relief demanded hereto.

Dated: New York, New York
March 19, 2024

_____/s/_____
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Law Office of John A. Scola, PLLC
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DEFENDANTS ADDRESS:

CITY OF NEW YORK
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New York, NY 10038

JEFFREY MADDREY
One Police Plaza
New York, NY 10038

JOSEPH PROFETA
315 Hudson Street
New York, NY

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ROXANNE LUDEMANN

Plaintiff,

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CITY OF NEW YORK, NEW YORK CITY ECONOMIC
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Index No.:

COMPLAINT

JURY DEMAND

The Plaintiff, ROXANNE LUDEMANN by her attorneys THE LAW OFFICE OF JOHN A. SCOLA, PLLC., as and for her complaint against defendants' CITY OF NEW YORK, NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, TIMOTHY PEARSON, Individually, JEFFREY MADDREY, Individually, and JOSEPH PROFETA Individually, (collectively referred to as "Defendants") for sex, gender discrimination in the form of sexual harassment, hostile work environment, and retaliation pursuant to New York State Executive § 296, and New York City Local Law §187 et al.

INTRODUCTION

This is a civil rights action on behalf of Plaintiff ROXANNE LUDEMANN (hereinafter referred to as "Plaintiff") to vindicate her rights related to the gender and sex discrimination, sexual harassment, retaliation, and hostile work environment created by the Defendants CITY OF NEW YORK, (hereinafter referred to as "CITY"), NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (hereinafter referred to as "NYCEDC"), TIMOTHY PEARSON, (hereinafter referred to as "PEARSON"), Individually, JEFFREY MADDREY,

(hereinafter referred to as “MADDREY”), Individually, and JOSEPH PROFETA, (hereinafter referred to as “PROFETA”), Individually. More specifically, Plaintiff seeks compensatory, emotional distress and punitive damages against all Defendants as well as attorney’s fees related to the deprivation of Plaintiff’s rights secured by New York State Executive § 296, and New York City Local Law §8-107 et al. Plaintiff was denied employment on the basis of her sex and gender, sexually harassed, forced to work in a hostile work environment, and retaliated against for lawfully protected complaints of said discrimination.

PROCEDURAL REQUIREMENTS

1. Plaintiff has filed suit with this Court within the applicable statute of limitations period.

PLAINTIFF

2. Plaintiff ROXANNE LUDEMANN is a female citizen of the United States of America, over twenty-one (21) years of age, resident of Nassau County.
3. Plaintiff is a former Sergeant in the New York City Police Department (hereinafter “NYPD”).
4. Plaintiff is a Black and Hispanic woman.

DEFENDANTS’

5. Defendant the CITY OF NEW YORK is a municipal corporation organized and existing under and by virtue of the law of the State of New York.
6. Defendant NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION is a public-benefit corporation that serves as the official economic development organization for New York City. NYCEDC gives its mission as strengthening business confidence in New York City, diversifying the city's economic sectors, and delivering sustainable infrastructure.

7. Defendant TIMOTHY PEARSON is a senior advisor to Mayor Eric Adams who technically works for the for the Defendant NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION. Upon information and belief, Defendant PEARSON, is an employee of the City of New York.
8. In addition to his role with the Defendant NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, Defendant PEARSON is a senior advisor to Mayor Eric Adams for public safety, Covid-19 recovery and oversees the City's migrant shelters.
9. Defendant PEARSON is a retired Inspector from the New York City Police Department. At the time of his retirement Defendant PEARSON was an Inspector in Patrol Borough Queens South.
10. Defendant PEARSON is also heavily involved with the current interworking's of the New York City Police Department.
11. Defendant JEFFREY MADDREY is the Chief of the Department for the New York City Police Department and is employed by the Defendant CITY OF NEW YORK. As the Chief of Department Defendant MADDREY is the highest ranking uniformed officer in the New York City Police Department.
12. Defendant JOSEPH PROFETA is a Deputy Inspector in the New York City Police Department and is employed by the Defendant CITY OF NEW YORK. Defendant PROFETA is the Commanding Officer of the NYPD's Internal Affairs Bureau Group 1 which is tasked with investigating allegations of corruption for the rank of Captain and above and also is responsible for investing allegations of misconduct within the Internal Affairs Bureau.

13. Defendant CITY, and their agency the NYPD, are equal opportunity employers which prohibit discriminatory employment actions against, and treatment of, their employees and applicants for employment based on actual or perceived race, color, national origin, alienage or citizenship status, religion or creed, gender (including “gender identity” -- which refers to a person’s actual or perceived sex, and includes self-image, appearance, behavior or expression, whether or not different from that traditionally associated with the legal sex assigned to the person at birth), disability, age (18 and over), military status, prior record of arrest or conviction, marital status, partnership status, genetic information or predisposing genetic characteristic, sexual orientation, status as a victim or witness of domestic violence, sex offenses or stalking, and unemployment status.

FACTUAL ALLEGATIONS

14. In 1999, Plaintiff joined the United States National Guard.
15. As part of service in the National Guard Plaintiff assisted in the search and recovery and then clean up following the September 11, 2001 terrorist attack.
16. Plaintiff joined the NYPD as a police officer on July 1, 2004.
17. Plaintiff, at all times herein, excelled in her role as a police officer.
18. Following successfully completing the training at the Police Academy, Plaintiff was assigned to the 77th Precinct.
19. Plaintiff was then assigned to the 83rd Precinct where she continued to excel as a police officer.
20. Plaintiff then transferred to the highly sought after Brooklyn North Task Force.
21. Plaintiff was promoted to Sergeant in 2014.
22. Following her promotion Plaintiff was assigned to the 113th Precinct.
23. Plaintiff worked at the 113th Precinct from 2014 through 2018.

24. Plaintiff, at all times herein, excelled as a Sergeant.
25. Plaintiff was again rewarded for her hard work when she was selected to join the NYPD's Patrol Borough Brooklyn South Investigations team in 2018.
26. Plaintiff thrived in her role as a sergeant.
27. Despite excelling in this position, Plaintiff was not promoted to Sergeant Special Assignment.
28. The first level supervisor in the NYPD is "Sergeant."
29. Several positions within the NYPD require a civil service examination before an employee can earn that rank.
30. Ranks within the NYPD which require the taking and passing of a civil service examination are police officer, sergeant, lieutenant, and captain.
31. There are several other promotional opportunities within the NYPD that do not require the passing of a civil service examination.
32. These positions include but are not limited to Detective 3rd grade, Detective 2nd grade, Detective 1st grade, Sergeant Special Assignment, Sergeant Supervisor of Detectives, Lieutenant Special Assignment, Lieutenant Supervisor of Detectives, Deputy Inspector, Inspector and above.
33. A discretionary promotion from Sergeant to Sergeant Special Assignment is available for Sergeants.
34. The salary of a Sergeant Special Assignment is higher than that of a regular Sergeant because it is equivalent to the next higher rank (Lieutenant).
35. Promotions to Sergeant Special Assignment can be awarded to any Sergeant regardless of their assignment (investigative, patrol, etc.).

36. Plaintiff excelled in her position in Patrol Borough Brooklyn South where Plaintiff worked under Chief Miltiadis Marmara.
37. In June 2022, Chief Marmara was assigned to the Intel Municipal Security Section Office for the Mayor of New York City.
38. Chief Marmara was picked to run a new City unit, Municipal Services Assessment, which was tasked with the Quality Assurance of New York City agencies.
39. This unit oversaw all New York City agencies and then makes recommendations as to how these agencies could become more efficient or improve in their operations.
40. Plaintiff was selected by Chief Marmara to join the unit as the Chief of Staff.
41. Plaintiff happily accepted.
42. Chief Marmara, in this position, directly reported as top Deputy Mayor of New York City for Public Safety, Phillip Banks III and New York City Mayor Eric Adams.
43. Deputy Mayor Banks is a retired NYPD Chief of the Department.
44. The office consisted of approximately thirteen (13) people.
45. Initially the team consisted of exclusively NYPD members of service.
46. The core teams consisted of Chief Marmara, Plaintiff, Sergeant Michael Ferrari, and Lieutenant George Huang.
47. Initially everything in the office was fine, the team would report to Deputy Mayor Banks and Mayor Adams.
48. Plaintiff's position as Chief of Staff to this Office was highly unusual given her rank.
49. Normally, such an important role would be given to the rank of Captain or above.
50. However, due to Plaintiff's stellar job performance she was selected for the position.
51. The stellar performance of Plaintiff did not go unnoticed.

52. Deputy Mayor Banks repeatedly told Plaintiff that she was performing at an excellent level and that she would be rewarded with promotion to Sergeant Special Assignment.
53. Deputy Mayor Banks asked Plaintiff for her tax identification number in order to facilitate the promotion.
54. Defendant PEARSON also worked out of this office at that time.
55. The office is located at 375 Pearl Street, 16th Floor, New York, NY 10038.
56. Defendant PEARSON's title is Senior Advisor to the Mayor.
57. Defendant PEARSON would use the office as his hang out.
58. Defendant PEARSON would regularly interact with Plaintiff's team and sit in meetings.
59. Defendant PEARSON would regularly ask the women of the office uncomfortable sexually driven questions which made Plaintiff and the other women in the office uncomfortable.
60. Defendant PEARSON would regularly ask Plaintiff if she was married and if she was happy in her relationship.
61. The repeated questions made Plaintiff uncomfortable.
62. The comments were sexual in nature and led to a hostile work environment.
63. In addition to the comments, Defendant PEARSON would regularly touch women around the office.
64. Defendant PEARSON would touch the women's backs or arms when they were talking in a creepy and what felt to Plaintiff as in a sexual way.
65. On several occasions, while talking to Defendant PEARSON, he would touch Plaintiff's arm or back which made Plaintiff uncomfortable.

66. This type of sexual harassment is commonplace within the NYPD and Plaintiff was no stranger to being able to navigate such situations.
67. In August 2022, the New York Times reported that Defendant PEARSON was earnings salaries from the Resorts World New York City Casino, the New York City Economic Development Corporation and receiving his NYPD Pension.
68. In September 2022, Plaintiff is first recommended for promotion to Sergeant Special Assignment by Chief Marmara.
69. As a result of this article, Defendant PEARSON resigned his position with the Resorts World New York City Casino.
70. In October 2022, Defendant PEARSON took over the Municipal Services Office from Deputy Mayor Banks.
71. Defendant PEARSON, at this time, becomes the direct report to Chief Marmara and to the team.
72. When Defendant PEARSON takes over this position, the repeated comments, sexual gestures and touching worsened.
73. In November 2022, the Municipal Services Office moved from 375 Pearl Street to the Queens Business Center.
74. Defendant PEARSON maintained an office in the Queens Business facility and would regularly see Plaintiff.
75. Defendant PEARSON would regularly harass Plaintiff when he saw her.
76. Specifically, Defendant PEARSON would ask Plaintiff in appropriate questions about her marriage.

77. Defendant PEARSON would ask Plaintiff if she was married, if she was happily married, did she live alone and other inappropriate questions.
78. Defendant PEARSON wanted to make Plaintiff his driver in order to gain private access to her to continue to sexual harass Plaintiff.
79. Plaintiff always politely refused.
80. Further, Defendant PEARSON would regularly touch women when he was speaking to them.
81. Defendant PEARSON would place his hands on a woman subordinate's shoulder, arm or back while he was speaking to them without permission.
82. Defendant PEARSON would proceed to rub the woman subordinate's arm or shoulder while they were talking.
83. This touching of Plaintiff was never welcomed and were sexual in nature.
84. Plaintiff felt powerless given Defendant PEARSON's position.
85. When these incidents would occur, Plaintiff would pretend to drop her pen or cause some other diversion to excuse herself from the close proximity of Defendant PEARSON.
86. From the date Defendant PEARSON took over the Economic Development Corporation until the time of Plaintiff's resignation from the Unit, these incidents took place between 10 and 20 times.
87. Fellow employee Novena Riojas, who is on loan from the New York City Administration of Children Services, was also harassed by Defendant PEARSON in the same manner as Plaintiff.
88. Defendant PEARSON would regularly lick his lips when he is talking and open his legs when speaking to women in an overtly sexual way.

89. Defendant PEARSON would objectify Ms. Riojas with his facial gestures to a point that it made everyone in the room feel uncomfortable.
90. The sexual harassment was commonplace.
91. On one occasion in 2022, the topic of promotion to Sergeant Special Assignment came up between Plaintiff and Defendant PEARSON.
92. Defendant PEARSON told Plaintiff that if she wanted to get promoted to Sergeant Special Assignment then she would have to agree to become his personal driver.
93. Plaintiff, at the time of this conversation, was the Chief of Staff in the Unit to Chief Marmara, and the comment by Defendant PEARSON that Plaintiff must become her driver if she was incredibly offensive as it was far below Plaintiff's title and skill set.
94. Specifically, Defendant PEARSON asked Plaintiff "what time she comes to work? I want to make you my personal driver."
95. Making a woman officer a driver for a supervisor is a common way women are sexually harassed in the NYPD.
96. Specifically, male supervisors often chose women to drive them as it provides them with one on one access to the female officer.
97. The woman officers are then held captive as they are forced to drive their male supervisor and are unable to get away from the assignment if the supervisor has nefarious intentions.
98. Plaintiff stated she comes in at 5:00 a.m. so she could avoid the conversation altogether.
99. Defendant PEARSON, again proceeds to ask Plaintiff inappropriate questions like "Do you live alone?" and "Are you happy in your marriage?"
100. Plaintiff politely objected to the overt questions.
101. Plaintiff continued to work in the hostile environment.

102. The inappropriate touching and comments occurred regularly.
103. Plaintiff, at no times herein, welcomed the sexual advances of the Defendant PEARSON.
104. Men in the office are not subjected to the unwanted sexual advances of the Defendants herein.
105. At all times herein, Plaintiff is treated less well due to her gender which causes her to work in a hostile work environment.
106. Plaintiff took Defendant PEARSON's offer to mean, if you have sex with me then I will get you promoted to Sergeant Special Assignment.
107. Plaintiff told Defendant PEARSON she was not interested in driving Defendant PEARSON, working with him, or having any type of sexual relations with him.
108. At this point, it became clear that if Plaintiff engaged Defendant PEARSON in a sexual relationship then he would get Plaintiff promoted.
109. Plaintiff refused to engage Defendant PEARSON in a quid pro quo relationship where she must be subjected to sexual harassment and/or engage in sexual activity in order to get promoted to Sergeant Special Assignment.
110. On December 1, 2022, Plaintiff is attending an office party.
111. During the party, Defendant PEARSON calls Plaintiff into the copy room and tells Plaintiff that she needs to come to his office to discuss design plans for a project.
112. During the conversation, Defendant PEARSON begins to rub Plaintiff's shoulders and arms, as he typically does with impunity.
113. On this occasion Chief Marmara entered the copy room.
114. Defendant PEARSON quickly removes his hand from Plaintiff's shoulder in a suspicious manner.

115. At no times did Plaintiff acquiesce to the sexual advances of Defendant PEARSON nor did she in any way welcome any touching of her or willfully engaged in sexually motivated conversations.
116. Chief Marmara immediately asked Defendant PEARSON what he needed help with and what he needed Roxanne (Plaintiff) for?
117. Plaintiff then leaves the room and Chief Marmara and Defendant PEARSON have a private conversation.
118. Following this incident, Chief Marmara asks Plaintiff what happened.
119. Plaintiff explains to Chief Marmara that Defendant PEARSON is very touchy feely and that was just Defendant PEARSON being Defendant PEARSON.
120. Chief Marmara tells Plaintiff that he must call the Office of Equal Employment Opportunity to report the sexual harassment of Defendant PEARSON.
121. Plaintiff begs (“OEEO”) Chief Marmara to not make a formal complaint of discrimination and tells him it would be “career suicide.”
122. Plaintiff, who at this point is an eighteen (18) year veteran of the NYPD knows that if she makes a complaint against such a high powerful NYPD official like Defendant PEARSON, that her career would be virtually over.
123. Chief Marmara then calls a meeting with Plaintiff, Lieutenant Huang, and a DOE agency partner Arnold Ali.
124. At the meeting the filing of the discrimination complaint and how to handle Defendant PEARSON is discussed.
125. Specifically, it is discussed that Defendant PEARSON has crossed the line and sexually harassed several women on the team.

126. Chief Marmara is insistent that he must file the complaint of sexual harassment.
127. Plaintiff tells Chief Marmara that she “knows how to navigate the harassment” and insists that no good would come from filing the complaint.
128. Chief Marmara tells Plaintiff that she “shouldn’t have to navigate harassment.”
129. Chief Marmara reluctantly agrees to not file the complaint of sexual harassment.
130. Chief Marmara is insistent that if he was not going to file the complaint of sexual harassment that Defendant PEARSON could never be alone with any woman on the team or else they would be at risk.
131. Specifically, Chief Marmara orders that if he is ever on vacation or out of the office, if Defendant PEARSON is in the office, either of the two men at the meeting (Ali or Huang) must follow him at all times to ensure he is not alone with a woman team member.
132. The sexual harassment is not limited to Plaintiff.
133. From this point forward, the Defendant CITY OF NEW YORK had actual knowledge of the sexual harassment of the Defendant PEARSON, failed to take actions to prevent the harassment and acquiesced to the discrimination.
134. Plaintiff refusal to acquiesce to the sexual advances of Defendant PEARSON constitutes protected activity within the meaning of New York State and City Human Rights Law.
135. Plaintiff was retaliated against for engaging in protected activity when she denied the sexual advances of Defendant PEARSON.
136. Defendant PEARSON retaliated against Plaintiff by denying her promotion to Sergeant Special Assignment, numerous transfers, demotion, denial of overtime, subjected to disciplinary proceedings and constructively discharged Plaintiff in that he forced her to resign her position with the NYPD.

137. Plaintiff refusal to acquiesce to the sexual advances of Defendant PEARSON constitutes protected activity within the meaning of New York State and City Human Rights Law.
138. Plaintiff was retaliated against for engaging in protected activity when she denied the sexual advances of Defendant PEARSON.
139. Defendant PEARSON retaliated against Plaintiff by denying her promotion to Sergeant Special Assignment, numerous transfers, demotion, denial of overtime, subjected to disciplinary proceedings and constructively discharged Plaintiff in that he forced her to resign her position with the NYPD.
140. In December 2022, Plaintiff is informed by Karen Collins, an employee of City Hall, that she was selected for promotion to Sergeant Special Assignment.
141. The rank of Sergeant Special Assignment can earn more than \$25,000 salary per year more than regular Sergeants.
142. Additionally, Sergeant Special Assignment are given a higher rate of overtime pay.
143. At all times herein, Plaintiff excelled in his role as a Sergeant, and was qualified for promotion to Sergeant Special Assignment based on her performance.
144. Plaintiff had a distinguished career with several specialized and distinguished work histories in the rank of sergeant but was denied promotion due to her race.
145. Plaintiff spent nine (9) years in the rank of Sergeant without being promoted to Sergeant Special Assignment.
146. The decisions surrounding discretionary promotions within the NYPD are supposed to be decided by the Police Commissioner.
147. However, under Mayor Eric Adams' administration, all discretionary promotions in the NYPD must be approved by the mayor's office.

148. When the NYPD has selected which members of service are to be given discretionary promotions, a list of discretionary promotions is sent to City Hall where the list is reviewed and/or changed by someone in the Mayor's office and then returned to the NYPD.
149. The returned altered list is the list of members of service who actually receive discretionary promotions.
150. As a result of this system for determining discretionary promotions within the NYPD, the discretionary promotions are not based on merit or work performance but is instead based on cronyism and favoritism.
151. Further, it appears that mayoral advisors Phillip Banks and Defendant PEARSON are truly responsible in determining which NYPD employees receive discretionary promotions.
152. These decisions are being made by non-NYPD employees for reasons that are not related to work performance.
153. For example, Defendant PEARSON seems to believe that if Plaintiff engaged him in a sexual relationship then he would have the ability to have the NYPD promote her to Sergeant Special Assignment.
154. Plaintiff refused the sexual advances of Defendant PEARSON to her career's detriment.
155. In December 2022, despite not agreeing to Defendant PEARSON's sexual advances, Plaintiff's name was on the NYPD list for promotion which went to City Hall for final approval.
156. Plaintiff was on the list pursuant to her work performance and the promise Deputy Mayor Banks had made Plaintiff related thereto.

157. Plaintiff is informed that she is on the list for promotion by Defendant PEARSON's assistant Karen Collins.
158. A week later on December 21, 2022, Plaintiff learns that Defendant PEARSON had removed her from the list for promotion.
159. After Plaintiff learns that she is being passed over for promotion she speaks with Deputy Mayor Banks and tells him that she was taken off the list.
160. Deputy Mayor Banks asks Plaintiff "what do you mean you were taken off the list?"
161. Plaintiff then asks Defendant PEARSON why he removed her from the list.
162. Defendant PEARSON then tells Plaintiff that there were not enough spots and that he would submit her in January 2023.
163. Plaintiff is told by Defendant PEARSON that if she wants to get promoted then she should become his driver.
164. Contrary to Defendant PEARSON, there is no set number of discretionary promotions that are distributed.
165. If one person is promoted, it does not necessarily come at the expense of another applicant unless there is an arbitrary cap on the number of promotions given.
166. The Defendants can, and do, pick and choose who is promoted and how many people are promoted.
167. If Plaintiff acquiesced to the sexual advances of Defendant PEARSON she would have been promoted.
168. Plaintiff was denied promotion due to her refusal to engage Defendant PEARSON in a quid pro quo relationship where she would be rewarded if she acquiesced to the sexual advances.

169. The abuse of authority by Defendant PEARSON continues.
170. In January 2023, Defendant PEARSON, again, refuses to promote Plaintiff despite his previous promises.
171. Plaintiff knows that if she acquiesced to the sexual harassment then she would be promoted but refuses to engage Defendant PEARSON on anything but a professional level.
172. As a result of her refusal to engage in this quid pro quo sexual relationship, Plaintiff is not promoted to Sergeant Special Assignment.
173. Plaintiff is qualified for the promotion in every way but is denied this promotion in retaliation for her refusal to engage Defendants PEARSON's sexual harassment.
174. In February 2023, Defendant PEARSON, again, refuses to promote Plaintiff despite his previous promises.
175. Plaintiff knows that if she acquiesced to the sexual harassment then she would be promoted but refuses to engage Defendant PEARSON on anything but a professional level.
176. As a result of her refusal to engage in this quid pro quo sexual relationship, Plaintiff is not promoted to Sergeant Special Assignment.
177. Plaintiff is qualified for the promotion in every way but is denied this promotion in retaliation for her refusal to engage Defendants PEARSON's sexual harassment.
178. In March 2023, Lieutenant Huang informs Plaintiff that Defendant PEARSON is also sexually harassing Racine Benton, a Board of Education partner by asking her inappropriate questions as well.
179. On March 24, 2023, Plaintiff is again passed over on promotion.

180. On this date, Defendant PEARSON's assistant Karen Collins receives another discretionary promotion.
181. After Plaintiff was passed over again for promotion, she spoke with Chief Marmara.
182. On March 25, 2023, Chief Marmara confronts Defendant PEARSON about his meddling in Plaintiff's promotion on the phone.
183. Defendant PEARSON then tells Chief Marmara that if Plaintiff wants to get promoted then she should come work for him.
184. Chief Marmara becomes irate with Defendant PEARSON as it is clear that he is both sexually harassing Plaintiff and retaliating against her for refusing to acquiesce to his sexual advances.
185. It is clear here that Defendant PEARSON is telling Chief Marmara that if Plaintiff wants to get promoted then she needs to be sexually harassed by Defendant PEARSON and/or engage in sexual relations with him.
186. Chief Marmara becomes incensed with Defendant PEARSON.
187. Defendant PEARSON states that Chief Marmara was insubordinate on the phone call.
188. Around this time, Chief Marmara, Plaintiff and Defendant PEARSON all had previously scheduled vacation time.
189. On April 11, 2023, a meeting was held at 375 Pearl Street with Defendant PEARSON, Chief Marmara, and attorney Justin Meyers.
190. At the meeting, Defendant PEARSON denies stating that if Plaintiff wanted to get promoted then she should come work for him.
191. The repeated lying by Defendant PEARSON in the meeting angers Chief Marmara.

192. At this meeting Chief Marmara informs Defendant PEARSON that he could no longer work for him and that he wanted to return to the NYPD.
193. Defendant PEARSON continues lying about the previous conversation at which point Chief Marmara informs Defendant PEARSON that he had recorded the previous conversation.
194. Defendant PEARSON became irate and told Chief Marmara that he was fired.
195. As the meeting ends it spill over to the hallway.
196. Chief Marmara immediately walks into Deputy Mayor Banks' office and closes the door.
197. Defendant PEARSON screams out "get Defendant MADDREY on the phone immediately."
198. Following the meeting, Chief Marmara meets with Deputy Mayor Banks wherein he informs him that he did not actually record the conversation and that he just said that because Defendant PEARSON kept lying.
199. Chief Marmara states that his wife did listen to the conversation he had with Defendant PEARSON, but he did not record the conversation.
200. Chief Marmara asks to be sent back to the NYPD and Deputy Mayor Banks honors the request.
201. Chief Marmara then leaves the facility with Plaintiff and his team.
202. In the vehicle back to the Queens Business Center, Defendant MADDREY calls Chief Marmara.
203. Chief Marmara begins the conversation by telling Defendant MADDREY, "wait until you hear what happened?"

204. Defendant MADDREY then tells Chief Marmara, “I don’t care what happened. Come here, calm down and we will take care of it.”
205. The next day on April 12, 2023, Defendant PEARSON holds a meeting with Plaintiff, Huang, Ferrari, Mashfiq, Kara, Monica, Karen, and Christian where he announces that there will be a change in leadership in the Office.
206. At that point Plaintiff, Huang, Ferrari, Iftekher, the NYPD members of the team, all verbally tells Defendant PEARSON that they want to submit their resignation from the Office.
207. Defendant PEARSON became irate and shouted that there would be no “mass exodus” of this unit.
208. Defendant PEARSON further threatens to end the NYPD careers of the officers who submitted their resignation.
209. Specifically, Defendant PEARSON tells the people present at the meeting that they should think carefully about how they wanted to proceed with their careers.
210. Defendant PEARSON asks the team if they know “what happens to martyrs?”
211. Defendant PEARSON tells the members of service at the meeting that if they request to leave the Unit that he “would end their careers” and that they should “think about your family, think about their kids” before they decided to leave.
212. These statements were clear threats to Plaintiff and the other members of the unit.
213. Plaintiff interpreted these comments by Defendant PEARSON to mean that that if you don’t continue to allow me to sexually harass you in this unit, I will end your career.

214. After the meeting Defendant PEARSON approaches Plaintiff and tells him that he does not have a problem with her and that “if Milt (Chief Marmara) is half a man, he would allow her to stay.”
215. Undeterred, Plaintiff states she wants to leave the unit.
216. On April 13, 2023, Plaintiff sends an email Majorie Landa who is the Senior Executive to the Mayor and Director of the Mayor’s Office of Risk Management and Compliance.
217. The next day, Plaintiff receives a call from the Mayor’s legal team to discuss the contents of the email which refences the harassment of Defendant PEARSON and the retaliation.
218. This email constituted protected activity under New York State and City Human Rights Law.
219. April 17, 2023 is Plaintiff’s last day in the Office.
220. On that day, she is treated as if she was terminated and is supervised gathering her belongings and is then escorted out of the facility by Lieutenant Sandhu, the Patrol Bureau Queens South Integrity Control Officer.
221. Plaintiff is initially assigned to Patrol Borough Queens South for the remainder of the day.
222. Prior to that date, Chief Marmara had a meeting with Defendant MADDREY after he left the Municipal Security.
223. At the meeting, Defendant MADDREY tells Chief Marmara to come work for him and let all of this blow over.
224. Chief Marmara then becomes the Executive Officer of Patrol Borough Brooklyn North.
225. On April 18, 2023, Plaintiff reported to Patrol Borough Brooklyn North to work for Chief Marmara.

226. Plaintiff remains in this position for two (2) weeks, until Defendant PEARSON learns that Plaintiff was working with Chief Marmara.
227. On April 21, 2023, Lt Huang and Sgt Ferrari have their last day at Municipal Security.
228. On April 26, 2023, Lt Huang and Sgt Ferrari are ordered to meet with Defendant MADDREY to discuss what happened in Municipal Security.
229. Defendant PEARSON, who is a retired NYPD Inspector, is granted closed door access to the transfer meeting of Lieutenant Huang and Sgt. Ferrari.
230. This is yet another example of Defendant PEARSON's unfettered power within the Defendant CITY.
231. At the end of the meeting, Lt Huang and Sgt Ferrari are informed that they were returning to patrol.
232. This is a de facto demotion and will essentially end their careers.
233. On or about April 26, 2023, Defendant PEARSON learns that Plaintiff was assigned to Brooklyn North.
234. The following day April 27, 2023, Plaintiff is transferred to Patrol Borough Queens South.
235. Plaintiff is transferred to Patrol Borough Queens South by Defendant MADDREY on the orders of Defendant PEARSON he was an Inspector in the Borough.
236. Defendant PEARSON continues to retaliate against Plaintiff
237. On May 1, 2023, Plaintiff asks to file a grievance with her union.
238. This request is denied.
239. On May 2, 2023, Plaintiff is transferred, yet again, to the 105th Precinct.

240. Again, this transfer was initiated by Defendant MADDREY on the orders of Defendant PEARSON.
241. Plaintiff commenced the year of 2023 in one of the most distinguished units in the NYPD, assisting the Mayor's office directly to being placed on regular patrol in the 105th Precinct without any disciplinary issue or other legitimate reason.
242. Within the NYPD a removal to regular patrol from a specialized unit is a demotion.
243. The transfer of Plaintiff back to regular patrol ended Plaintiff's career with the NYPD and any chance that she would ever be promoted to Sergeant Special Assignment.
244. Plaintiff, if promoted to Sergeant Special Assignment, would have continued to work with the NYPD for the foreseeable future but a minimum of ten more years.
245. This would be possible given the specialized assignment that Plaintiff was given.
246. Following the transfer, Deputy Chief John Clune emails Plaintiff and asks her to formally apply for a transfer to the 105th Precinct.
247. Deputy Chief Clune asks Plaintiff to request a transfer so the Defendants can hide the discriminatory and retaliatory motives which led to Plaintiff's demotion and transfers.
248. Specifically, Plaintiff was demoted due to her refusal to acquiesce to the sexual advances of Defendant PEARSON and her rejections related thereto.
249. Plaintiff refuses Deputy Chief Clune's request.
250. On May 3, 2023, Chief Marmara emails Deputy Chief Clune to inquire about why Plaintiff was demoted to patrol.
251. On May 25, 2023, Plaintiff is transferred to Patrol Borough Queens South Investigations Unit.

252. On May 26, 2023, Plaintiff emails Chief Clune and informs him that she has childcare responsibilities and cannot work the 9:37 x 18:00 shift.
253. Plaintiff is given the 9:37 x 18:00 shift purposefully to retaliate against her.
254. The Defendants could have allowed Plaintiff to work the day tour without hardship to them but refused to accommodate Plaintiff's childcare request in retaliation her refusal to acquiesce to the sexual advances of Defendant PEARSON and her rejections related thereto.
255. Despite being transferred to the Investigations Unit; Plaintiff is denied access to the computers.
256. Plaintiff requests a formal transfer to Brooklyn North, but the transfer request was ignored.
257. On May 30, 2023, Plaintiff is still locked out of the computer.
258. On June 6, 2023, Internal Affairs Bureau Group 1 removes Plaintiff's work cell phone from her.
259. Plaintiff's union delegate reaches out Group 1 to see if there is an official reason why they confiscated her phone, but they refuse to provide a reason.
260. Plaintiff later learns that Lieutenant Huang's work phone was also confiscated.
261. Both Plaintiff and Lieutenant Huang belief that Group 1 is looking for the recordings of Defendant PEARSON.
262. Group 1 is tasked with investigating allegations of corruption for the rank of Captain and above and also is responsible for investing allegations of misconduct within the Internal Affairs Bureau.
263. The confiscating of Plaintiff's phone and subsequent Defendant CITY were actively

looking for evidence of Defendant PEARSON sexually harassing Plaintiff so that evidence could be destroyed to protect Defendant PEARSON.

264. During this time, Plaintiff was locked out of her NYPD account for two weeks while Plaintiff's phone was searched.
265. Plaintiff also had her VPN turned off during this time.
266. When Plaintiff inquired about the draconian efforts being taken against her and she was told that the NYPD only disabled access to NYPD databases when an employee has been arrested or is facing some type of other severe discipline.
267. Plaintiff was being retaliated against for complaining about sexual harassment.
268. At all times herein the Defendant CITY OF NEW YORK acquiesced to the unlawful conduct of the Defendants herein and failed to act.
269. On July 3, 2023, the Investigations Unit merges with the NYPD's Internal Affairs Bureau.
270. On July 19, 2023, Plaintiff is removed from her unit and placed in a room where she sat for her entire tour of July 20, 2023, July 21, 2023, and July 22, 2023.
271. On July 22, 2023, Plaintiff is informed that she is now the Second Assistant Integrity Control Officer and is given the tour time of 9:30 x 18:00.
272. This was directly in the window where Plaintiff had known childcare responsibilities.
273. Plaintiff again asked to be accommodated but her tour time was not changed.
274. The Defendants could have allowed Plaintiff to work the day tour without hardship to them but refused to accommodate Plaintiff's childcare request in retaliation her refusal to acquiesce to the sexual advances of Defendant PEARSON and her rejections related thereto.

275. In August 2023, Plaintiff is served with disciplinary charges and specifications related to the incident in Municipal Security.
276. Plaintiff is charged with Behavior Unbecoming to a Supervisor and Failure to follow instructions.
277. Plaintiff was given these charges in retaliation for her complaints of sexual harassment.
278. The Defendants had no legitimate basis for disciplining Plaintiff but did so in retaliation for her refusal to capitulate to the sexual advances of Defendant PEARSON.
279. The disciplinary charges were ordered by Defendants PEARSON and MADDREY to retaliate against Plaintiff.
280. Defendant PROFETA carried out the retaliatory orders of Defendants PEARSON and MADDREY.
281. These charges were meant to dissuade an employee from engaging in protected activity.
282. Plaintiff was issued these charges due to her gender and engagement in protected activity.
283. At all times herein, Plaintiff was treated less well due to her gender.
284. On August 16, 2023, Plaintiff is notice for a Patrol Guide Hearing.
285. A patrol guide hearing, or GO-15, is an internal hearing wherein an officer is asked questions on the record about a disciplinary issue that they may have been a witness, complainant, or subject.
286. On August 16, 2023, Plaintiff is interviewed by Defendant PROFETA who is the Commanding Officer of the Internal Affairs Bureau Group 1.
287. The purpose of the retaliatory interview of Plaintiff was to intimidate Plaintiff.
288. At the hearing, Plaintiff is interviewed about the Municipal Security situation.

289. Upon information and belief, the hearing was Ordered by Defendants PEARSON and MADDREY.
290. During that interview, Plaintiff informs Defendant PROFETA about the sexual harassment she was forced to endure by Defendant PEARSON.
291. Defendant PROFETA then proceeds to overtly ask Plaintiff to detail the sexual harassment allegations.
292. The questions are heavy handed that Plaintiff feels victimized by the entire ordeal.
293. Specifically, Defendant PROFETA asks Plaintiff if she has any video footage of the sexual harassment.
294. Defendant PROFETTA asks Plaintiff if Defendant PEARSON touched her breast.
295. When Plaintiff says no, Defendant PROFETA asks if Defendant PEARSON feel under her shirt?
296. Defendant PROFETA is not trained in sexual harassment investigations.
297. Plaintiff is forced to endure the inappropriate and revictimizing conversation if she does not then she could be terminated by the NYPD.
298. Following the conversation, Defendant PROFETA refers the case to the City Hall Office of Equal Employment Opportunity (“OEEO”).
299. It seems that Defendant PROFETA particularly enjoyed the overtly sexual conversation.
300. Following the conversation, Defendant PROFETA refers the case to the City Hall Office of Equal Employment Opportunity.
301. A sexual harassment case is opened, and Plaintiff is contacted by the office.
302. Plaintiff informs the investigator of the actions of Defendant PEARSON.

303. The City Hall OEEEO investigator apologized to Plaintiff for the questions she was forced to endure and told Plaintiff that if Defendant PROFETA was properly trained he would know that these types of questions are revictimizing victims and cause a great deal of emotional distress.
304. No immediate actions are taken against any of the Defendants herein.
305. Throughout this time, Plaintiff was repeatedly denied overtime opportunities given to other sergeants within her command.
306. Plaintiff was denied overtime in retaliation for her complaints of sexual harassment.
307. On September 7, 2023, Plaintiff emailed Chiefs Williams, Deputy Chief Clune and Inspector Brown in regard to her childcare arrangements and the unfair distribution of overtime.
308. Specifically, Plaintiff complains that only the men in the Command are receiving overtime and Plaintiff is not.
309. On September 8, 2023, Deputy Chief Clune files a complaint for gender discrimination on behalf of Plaintiff as he is mandated to do following her email.
310. Shortly thereafter Plaintiff is contacted by Sergeant Sosa from the NYPD's OEEEO unit.
311. On September 15, 2023, Plaintiff met with a New York City Law Department attorney as she was a pro-City witness in the lactation case which is pending in federal court.
312. At that time, Plaintiff confides in the attorney that she is being sexually harassed and will have no choice but to resign.
313. On September 29, 2023, while Plaintiff is out sick, the NYPD's OEEEO office tries to close the case by stating they couldn't contact her.

314. Upon information and belief, the NYPD's OEEEO purposefully chose a day to contact Plaintiff where she was out in order to close the investigation.
315. From September 29, 2023 through October 20, 2023, Plaintiff had several conversations with City Hall OEEEO investigator Tanesha Honeygan about Defendant PEARSON.
316. Despite these conversations, no actions are taken against Defendant PEARSON.
317. On October 4, 2023, Defendant PEARSON's assistant, Karen Collins, receives another promotion.
318. This is the second promotion within the year.
319. On October 18, 2023, Plaintiff's transfer request to Brooklyn North was finally signed by Chief Williams.
320. Although he signed the transfer request, Chief Williams only "recommends" the transfer and does not "highly recommend" the transfer which within the department is as if he denied the request.
321. From May 2023 until October 2023, Plaintiff's transfer request was purposefully ignored.
322. Several other members of service was allowed to transfer in and out of Queens South during that time.
323. Despite the approval of the transfer, Plaintiff is told she was being denied the transfer back to Brooklyn North by Defendant MADDREY.
324. Plaintiff was denied transfer in retaliation for her complaints of sexual harassment.
325. On October 18, 2023, Defendant PEARSON grabbed and shoved a woman shelter guards when he attempted to barge into a Migrant Shelter without showing his credentials, and then attacked a female shelter guard who tried to stop him, according to testimony from twelve (12) eyewitnesses.

326. Following this incident, Plaintiff emailed Defendant PROFETA a copy of a news article printed about the subject and Defendant PEARSON attacking a woman to show his repeated abuse of authority.
327. Defendant PROFETA acknowledged the email, but no further actions were taken.
328. During this time the emotional distress over the treatment herein caused Plaintiff to suffer severe emotional distress.
329. As Plaintiff continued to work in Queens South without overtime, Plaintiff was losing money by the day in Pension benefits.
330. As a result, Plaintiff was forced to submit her retirement papers on December 13, 2023.
331. Plaintiff did not want to retire from the NYPD at that time but was forced to retire as the abuse, lack of promotional opportunities, harassment, lack of overtime, disparate treatment and retaliation became so severe that Plaintiff felt compelled to retire.
332. Plaintiff did not want to retire and would have worked as long as she could have if she was not forced to retire as a result of the sexual harassment, discrimination and retaliation. Plaintiff was constructively discharged from her employment with the NYPD.
333. A reasonable person in the situation in which Plaintiff has been forced to endure would have left employment with the NYPD.
334. Plaintiff at the time of her constructive discharge had been stripped of any opportunity for upward mobility within the NYPD or promotion.
335. From December 13, 2024 until January 31, 2024, Plaintiff ran the time she days she had accrued.
336. Plaintiff officially retired from the NYPD on January 31, 2024.

337. Despite having disciplinary charges and specifications against her at the time of her retirement, Plaintiff is allowed to retire in good standing.
338. Plaintiff is given a “good guy” letter when she is retired which is normally not given if an officer retired with pending charges.
339. The charges against Plaintiff are never adjudicated which highlights the discriminatory and retaliatory nature of the charges.
340. Plaintiff will have lost more than \$2,000,000 in lost income as a result of the discriminatory and retaliatory actions of the Defendants herein.
341. In 2022, according to See Through New York, Plaintiff made \$191,804.
342. For the year 2023, Plaintiff made \$179,295.
343. By contrast the highest earning NYPD Sergeants who were promoted to Sergeant Special Assignment are earning more than \$80,000 more a year
344. Specifically, Peter Mikulus made \$261,113 as a Sergeant Special Assignment in 2023. This is \$81,818 more than Plaintiff.
345. Sergeant Kenny Michael made \$251,089 as a Sergeant Special Assignment in 2023. This is \$71,794 more than Plaintiff.
346. Sergeant Duane Rose made \$248,857 as a Sergeant Special Assignment in 2023. This is \$69,562 more than Plaintiff.
347. Sergeant George Scognamiglio made \$244,775 as a Sergeant Special Assignment in 2023. This is \$65,480 more than Plaintiff.
348. Sergeant Lorenzo Molinaro made \$244,714 as a Sergeant Special Assignment in 2023. This is \$65,419 more than Plaintiff.

349. Sergeant Patrick McGuire made \$242,734 as a Sergeant Special Assignment in 2023. This is \$63,439 more than Plaintiff.
350. At all times herein, Plaintiff was denied the ability to earn income on par with her colleague due to her refusal to acquiesce to the sexual advances of Defendant PEARSON.
351. Plaintiff was qualified for the position of Sergeant Special Assignment.
352. Plaintiff is similarly situated to the aforementioned Sergeant Special Assignment in every material way.
353. The aforementioned officers in the rank of Sergeant Special Assignment are given employment benefits due to their gender and sex and are not forced to endure repeated sexual advances in order to get promoted.
354. Plaintiff is denied promotion to Sergeant Special Assignment because she is a woman who was sexually harassed by Defendant PEARSON, refused his advances and then in retaliation for complaining about the conduct.
355. As a result of this sexual harassment, sexual harassment, discrimination, and retaliation Plaintiff pension will be approximately \$90,000 (half her last year's salary).
356. Plaintiff planned on working for an additional five (5) or ten (10) years with the police department.
357. If Plaintiff was properly promoted in the way she deserved and earned she would have earned, conservatively, approximately \$230,000 over the course of that time.¹
358. If Plaintiff worked for an additional five years she would be subjected to \$700,000 in lost wages.

¹ This calculation does not account for the pay raises that Plaintiff would have received during that time

359. If Plaintiff worked until her thirtieth year Plaintiff would have lost \$1,400,000 in lost income.
360. The damages compound further as Plaintiff's pension would be more than \$45,000 a year more if she would have been promoted.
361. This means that every year after Plaintiff's retirement she will lose \$45,000.
362. Plaintiff at the time she retired was forty-four (44) years of age.
363. The median life expectancy for a woman is 79 years.
364. If Plaintiff worked until her twenty-fifth year, she would retire at the age of 49 .
365. With Plaintiff's life expectancy she will accrue another thirty years of lost pension benefits which totals \$1,350,000 in lost pension benefits.
366. If Plaintiff worked until her thirtieth year , she would retire at the age of 59 .
367. With Plaintiff's life expectancy she will accrue another thirty years of lost pension benefits which totals \$900,000 in lost pension benefits.
368. As a result of the discriminatory and retaliatory constructive discharge of Plaintiff, if Plaintiff would have remained employed with the NYPD until the age of 49 she will have lost \$2,050,000 in lost income.
369. As a result of the discriminatory and retaliatory constructive discharge of Plaintiff, if Plaintiff would have remained employed with the NYPD until the age of 54 she will have lost \$2,400,000 in lost income.
370. The Defendants herein failed to properly investigate Plaintiff's complaints of sexual harassment.
371. As a result, Plaintiff was forced to endure continued harassment and retaliation.
372. The City of New York and New York City Police Department, having been on notice

of the sexual harassment and retaliation, yet failing to intervene on Plaintiff's behalf, are strictly liable to Plaintiff.

373. Plaintiff was forced to work in a hostile work environment and endure continuous sexual harassment, discrimination, and retaliation.

374. This has caused Plaintiff to suffer severe emotional distress.

375. Plaintiff is a member of a protected group in that she is a woman.

376. Plaintiff was subjected to unwelcome sexual harassment by the Defendant PEARSON herein.

377. The unwanted sexual harassment by Defendant PEARSON was a result of Plaintiff's gender.

378. The unwanted sexual harassment by Defendant PEARSON which continued from 2022 until the date of Plaintiff's retirement affected the terms, conditions, and privileges of Plaintiff.

379. Plaintiff was denied promotional opportunities, denied access to her computer, excluded from meetings, and repeatedly made fun of and ridiculed at work.

380. Further, Plaintiff was unable to attend work without severe emotional duress, which required therapy, causing her to suffer more harm.

381. The Defendant CITY was aware of the sexual harassment dating back to 2022, yet failed to take remedial action which subjected Plaintiff to further sexual harassment and retaliation.

382. By failing to take remedial action following the complaints of Plaintiff, Defendant CITY condoned and acquiesced to the discriminatory conduct.

383. As a result of the knowledge by upper management of the conduct towards Plaintiff

namely sexually harassing and retaliating against her and their failure to take remedial action, liability is imputed to Defendant CITY.

384. Any actions taken by the Defendants herein to curb the sexual harassment suffered by Plaintiff amount to mere “window dressing” and forced Plaintiff to work in a hostile work environment.
385. The discriminatory and retaliatory actions of the Defendants described herein were continuous and ongoing from 2019 until the present date.
386. Plaintiff was forced to attend work and endured sexual harassment and retaliation day after day and year after year without supervisory intervention forcing Plaintiff to work in a hostile work environment.
387. These actions by the Defendants herein which caused the hostile work environment for Plaintiff were severe and pervasive.
388. As a result of Defendant CITY being on notice of the sexual harassment dating back to 2019, and subsequent failure to take prompt and effective remedial action and/or that the Defendant CITY should have known and failed to exercise reasonable diligence to prevent future acts, the Defendants PEARSON, MADDREY and PROFETA, are strictly liable to Plaintiff pursuant to New York City Human Rights Law (hereinafter referred to as “NYCHRL”) §8-107(13)(b).
389. As a result of the Defendants’ failure to prevent the discriminatory atmosphere in which Plaintiff was subjected, the intentional, malicious, and reckless indifference that resulted in sexual harassment, discrimination and retaliation of Plaintiff, Defendants are subjected to punitive damages in this action.
390. The Defendants’ failure to intervene and protect Plaintiff, despite knowing that

employment sexual harassment, discrimination and retaliation are unlawful, which is common knowledge in today's society that employment sexual harassment, discrimination and retaliation is impermissible, Plaintiff is entitled to an award of punitive damages.

391. The Defendants' egregious misconduct is evidence of the Defendants mental state of intentional sexual harassment, discrimination, and retaliation.
392. Plaintiff engaged in protected activity when she made complaints with the Office of Equal Employment in 2022 and 2023 and was retaliated against for said complaints.
393. The Defendants CITY, PEARSON, MADDREY and PROFETA possessed actual knowledge of Plaintiff's complaints of sexual harassment and that Plaintiff participated in protected activity when she made these complaints.
394. Plaintiff suffered disadvantageous employment actions, and more than petty slights and trivial inconveniences when she was demoted, denied promotional opportunities , transferred more than five (5) times in a year and stripped of all overtime by the Defendants herein.
395. Plaintiff suffered more than petty slights and trivial inconveniences as a result of the discriminatory and retaliatory actions of the Defendants herein.
396. Plaintiff was forced to work in a hostile work environment as a result of the facts described herein.
397. Plaintiff alleges that the actions of the defendants herein caused her to suffer severe and pervasive emotional distress as a result of that hostile environment.
398. The Defendant CITY is aware of the discrimination in promotions in the rank of sergeant towards Plaintiff yet failed to take action to stop their discriminatory practices.

399. Plaintiff was denied promotion to Sergeant Special Assignment due to her gender.
400. Plaintiff, at all times herein, was treated less well than abled bodied employees due to her gender .
401. This disparate treatment resulted in Plaintiff being forced to work in a hostile work environment as a result of her gender.
402. At all times herein, Defendant PEARSON, MADDREY and PROFETA were supervisors of Plaintiff and treated her in an unlawful manner.
403. At all times herein, the Defendant CITY knew or should have known of the discriminatory conduct herein yet refused to take action to stop the conduct complained of herein.
404. At all times herein, the Defendant CITY acquiesced to the conduct complained of herein.
405. Each time Plaintiff refused to acquiesce to the sexual advances of Defendant PEARSON

COUNT I
SEX/GENDER DISCRIMINATION/SEXUAL HARRASSMENT
STRICT LIABILITY IN VIOLATION OF
NEW YORK CITY ADMINISTRATIVE CODE § 8-107(13)(b)
AGAINST ALL DEFENDANTS

406. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count VII of this complaint.
407. Plaintiff alleges that New York City Administrative Code § 8-107 (13) (b), makes a Defendant strictly liable for the discriminatory acts of managers and supervisors against a subordinate employee, such as the Plaintiff herein.
408. Plaintiff was subjected to repeated sexual harassment following the lawful complaints

made by Plaintiff regarding sex, gender, and pregnancy discrimination.

409. The Defendants were aware of the actions of managers and supervisors, including Defendants PEARSON, MADDREY and PROFETA, but failed to take corrective remedial action which forced Plaintiff to be subjected to future sexual harassment, sexual assault and repeated comments involving sex.
410. The Defendants failed to exercise reasonable diligence to prevent such discriminatory conduct.
411. At all times herein, the Defendants PEARSON, MADDREY and PROFETA held a supervisory role to Plaintiff.
412. At all times herein, the Defendants knew or should have known about the discriminatory and retaliatory treatment towards Plaintiff but failed to take actions to prevent said unlawful conduct.
413. At all times herein, the Defendants acquiesced to the conduct of the Defendants herein.
414. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sex, sexual harassment, created a hostile work environment by the conduct of Defendants PEARSON, MADDREY and PROFETA and without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.
415. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.
416. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff

was denied promotional opportunities, overtime, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.

417. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff based on her sex and gender.
418. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.
419. As a result of Defendants willful actions, they are strictly liable to Plaintiff for their actions.

COUNT II
SEX/GENDER DISCRIMINATION/SEXUAL HARRASSMENT
HOSTILE WORK ENVIRONMENT
STRICT LIABILITY IN VIOLATION OF
NEW YORK CITY ADMINISTRATIVE CODE § 8-107(13)(b)
AGAINST ALL DEFENDANTS

420. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count VIII of this complaint.
421. Plaintiff alleges that New York City Administrative Code § 8-107 (13) (b), makes a Defendant strictly liable for the acts of managers and supervisors against a subordinate employee, such as the Plaintiff herein.
422. Plaintiff was subjected to repeated retaliatory acts following the lawful complaints made

by Plaintiff regarding sex, gender discrimination and sexual harassment.

423. The Defendants were aware of the actions of managers and supervisors, including Defendants PEARSON, MADDREY and PROFETA, but failed to take corrective remedial action which forced Plaintiff to be subjected to future retaliation.
424. At all times herein, the Defendants PEARSON, MADDREY and PROFETA held a supervisory role to Plaintiff.
425. The Defendants failed to exercise reasonable diligence to prevent such retaliatory conduct.
426. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sex, sexual harassment, created a hostile work environment by the conduct of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA and without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.
427. Defendants' actions were taken under circumstances giving rise to an inference of retaliation.
428. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff was denied promotional opportunities, overtime, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
429. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and

PROFETA, engaged in various unlawful employment actions against Plaintiff in retaliation for her lawfully protected complaints of sex, gender discrimination and sexual harassment.

430. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.
431. As a result of Defendants willful actions, they are strictly liable to Plaintiff for their actions.

COUNT III
RETALIATION
STRICT LIABILITY IN VIOLATION OF
NEW YORK CITY ADMINISTRATIVE CODE § 8-107(13)(b)
AGAINST ALL DEFENDANTS

432. Plaintiff re-alleges all paragraphs contained herein and incorporates them by reference of Count XI of this complaint.
433. Plaintiff alleges that New York City Administrative Code § 8-107 (13) (b), makes a Defendant strictly liable for the acts of managers and supervisors against a subordinate employee, such as the Plaintiff herein.
434. Plaintiff was subjected to repeated retaliatory acts following the lawful complaints made by Plaintiff regarding sex and gender discrimination.
435. The Defendant CITY OF NEW YORK was aware of the actions of managers and supervisors, including Defendants PEARSON, MADDREY and PROFETA. The Defendants failed to exercise reasonable diligence to prevent such retaliatory conduct.

436. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations and numerous commendations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sexual harassment, and created a hostile work environment by the conduct of Defendants PEARSON, MADDREY and PROFETA, and without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.
437. At all times herein, the Defendants PEARSON, MADDREY and PROFETA held a supervisory role to Plaintiff.
438. Defendants' actions were taken under circumstances giving rise to an inference of retaliation.
439. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff lost her job, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, lost career, and business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
440. Plaintiff alleges Defendants PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff in retaliation for her lawfully protected complaints of sex and gender discrimination.
441. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, emotional distress, and damage to her personal and professional

reputation.

442. As a result of Defendants willful actions, they are strictly liable to Plaintiff for their actions.

COUNT IV
SEX/GENDER DISCRIMINATION/SEXUAL HARRASSMENT
IN VIOLATION OF NEW YORK
STATE EXECUTIVE LAW § 296
AGAINST ALL DEFENDANTS

443. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count I of this complaint.
444. Plaintiff alleges that New York State Executive Law §296, prohibits discrimination, harassment, and disparate treatment on the basis of gender in employment.
445. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sex, sexual harassment, created a hostile work environment by the conduct of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA and without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.
446. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.
447. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff was denied promotional opportunities, overtime, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, business opportunities, suffered severe damage to her good name and reputation, and

endured severe emotional pain and trauma, all to her detriment.

448. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff based on her sex and gender.
449. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.

COUNT V
SEX/GENDER DISCRIMINATION/SEXUAL HARRASSMENT
HOSTILE WORK ENVIRONMENT
IN VIOLATION OF NEW YORK
STATE EXECUTIVE LAW § 296
AGAINST ALL DEFENDANTS

450. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count II of this complaint.
451. Plaintiff alleges that New York State Executive Law §296, prohibits discrimination, harassment, and disparate treatment on the basis of gender in employment.
452. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sex, sexual harassment, created a hostile work environment by the conduct of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA and without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.

453. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.
454. Defendants subjected Plaintiff to a materially adverse and hostile work environment by subjecting her, day after day and year after year, without supervisory intervention to sexual harassment, discrimination and retaliation based on her sex and gender.
455. The actions of the Defendants towards Plaintiff were severe and pervasive.
456. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff was denied promotional opportunities, overtime, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
457. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff based on her sex and gender.
458. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices including a subjecting Plaintiff to a hostile work environment, of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.

COUNT VI
RETALIATION
IN VIOLATION OF NEW YORK
STATE EXECUTIVE LAW § 296
AGAINST ALL DEFENDANTS

459. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count

III of this complaint.

460. Plaintiff alleges that New York State Executive Law §296, makes it unlawful to deny employment and benefits therein in retaliation for Plaintiff engaging in lawfully protected activity.
461. Plaintiff engaged in protected activity when she complained of sex, gender and pregnancy discrimination related to the sexual harassment.
462. Plaintiff was retaliated against by the Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Individually, as a result of her engagement in protected activity.
463. Defendants' actions were taken under circumstances giving rise to an inference of retaliation.
464. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff lost significant income, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, lost career, and business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
465. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff in retaliation for Plaintiff's lawfully protected complaints.
466. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, attorneys' fees, emotional distress, and damage to his

personal and professional reputation.

COUNT VII
SEX/GENDER DISCRIMINATION/SEXUAL HARRASSMENT
IN VIOLATION OF NEW YORK CITY
ADMINISTRATIVE CODE § 8-107
AGAINST ALL DEFENDANTS

467. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count IV of this complaint.
468. Plaintiff alleges that New York City Administrative Code § 8-107, makes it unlawful to deny employment on the basis of her sex and gender.
469. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sex, sexual harassment, created a hostile work environment by the conduct of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.
470. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.
471. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff was denied promotional opportunities, overtime, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
472. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and

PROFETA, engaged in various unlawful employment actions against Plaintiff based on her sex and gender.

473. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.

COUNT VIII
SEX/GENDER DISCRIMINATION/SEXUAL HARRASSMENT
HOSTILE WORK ENVIRONMENT
IN VIOLATION OF NEW YORK CITY
ADMINISTRATIVE CODE § 8-107
AGAINST ALL DEFENDANTS

474. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count V of this complaint.
475. Plaintiff alleges that New York City Administrative Code § 8-107, makes it unlawful to deny employment on the basis of her sex and gender.
476. Plaintiff performed her job duties satisfactorily which is reflected in Plaintiffs stellar performance evaluations. Nevertheless, Defendants denied Plaintiff benefits of employment, including all favorable conditions and emoluments thereof because of Plaintiff's gender, sex, sexual harassment, created a hostile work environment by the conduct of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA and without any non-discriminatory basis thereof. The wrongful conduct was condoned by the Defendant CITY.
477. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.

478. Defendants subjected Plaintiff to a materially adverse and hostile work environment by subjecting her, day after day and year after year, without supervisory intervention to sexual harassment, discrimination and retaliation based on her sex and gender.
479. The actions of the Defendants towards Plaintiff were severe and pervasive.
480. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff was denied promotional opportunities, overtime, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
481. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff based on her sex and gender.
482. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices, including subjecting Plaintiff to a hostile work environment, of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.

COUNT IX
RETALIATION
IN VIOLATION OF NEW YORK CITY
ADMINISTRATIVE CODE § 8-107
AGAINST ALL DEFENDANTS

483. Plaintiff re-alleges all paragraphs herein and incorporates them by reference in Count VI of this complaint.

484. Plaintiff alleges that New York City Administrative Code § 8-107, makes it unlawful to deny employment in retaliation for Plaintiff engaging in protected activity.
485. Plaintiff engaged in protected activity when she complained of sex, gender and pregnancy discrimination related to the sexual harassment.
486. Plaintiff was retaliated against by the Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Individually, as a result of her engagement in protected activity.
487. Defendants' actions were taken under circumstances giving rise to an inference of retaliation.
488. The direct and proximate cause of Defendants' recklessness and negligence, Plaintiff, suffered lost past and future wages, lost other valuable benefits and emoluments of employment, hurt her credit rating, lost career, and business opportunities, suffered severe damage to her good name and reputation, and endured severe emotional pain and trauma, all to her detriment.
489. Plaintiff alleges Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, engaged in various unlawful employment actions against Plaintiff in retaliation for Plaintiff's lawfully protected complaints.
490. Plaintiff alleges that as a direct and proximate result of the unlawful employment practices of Defendants CITY OF NEW YORK, PEARSON, MADDREY and PROFETA, Plaintiff incurred significant legal costs, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, emotional distress, and damage to his personal and professional reputation.

COUNT X
NEW YORK CITY ADMINISTRATIVE CODE §8-502

(AGAINST ALL DEFENDANTS)

491. Plaintiff re-alleges and incorporates all paragraphs contained herein by reference to Count VII of this complaint.
492. By reason thereof, Defendant has violated New York City Administrative Code §8-502(a), and Plaintiff has been damaged in an amount to be determined at trial.

JURY TRIAL

493. Plaintiff demands a trial by jury of all issues in this action that are so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request that the Court:

- a. Award compensatory damages for the back pay, front pay, pain, suffering, emotional distress, loss of dignity, humiliation, and damages to reputation and livelihood endured by Plaintiff and all other damages afforded to Plaintiff by statute or otherwise in an amount to be determined at trial.
- b. Award Plaintiff punitive damages in an amount to be determined at trial New York City Human Rights Law Administrative Code §8-502(a) against Defendants TIMOTHY PEARSON, JEFFREY MADDREY and JOSEPH PROFETA.
- c. Find Defendants strictly liable pursuant to New York City Human Rights Law Administrative Code §8-107(13)(b).
- d. Award Plaintiff costs for this action and reasonably attorneys' fees, as provided for in New York City Human Rights Law Administrative Code §8-502 (f).
- e. All defendants herein are joint and severally liable for the actions of the any and

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VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK)

I, the undersigned, an attorney duly admitted to practice law in the State of New York, under penalties of perjury do affirm.

That I am the attorney of record for the plaintiff in the within matter and make this affirmation in accordance with CPLR 3020. I have read the within VERIFIED COMPLAINT and know the contents thereof to be true to your affirmant's own knowledge, with the exception of those matters therein stated to be alleged upon information and belief. Your affirmant bases her belief regarding those matters upon the contents of the file and conversation with witnesses and the claimant.

This verification is made by your affirmant and not by the claimant for the following reason: The claimants resides in a different County than where your affirmant maintains an office.

Dated: New York, New York
March 19, 2024

/s/
JOHN SCOLA