

**IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK**

**NADINE CORRADO,**

**Plaintiff,**

**v.**

**CUSHMAN & WAKEFIELD, INC. and  
STEVEN KOHN**

**Defendants.**

INDEX NO.: 19-cv-05614 (ALC)

**FIRST AMENDED  
COMPLAINT**

JURY TRIAL DEMANDED

Nadine Corrado (“Plaintiff or Plaintiff Corrado”), by and through their undersigned counsel, hereby makes the following allegations against Cushman & Wakefield, Inc. and Steven Kohn on personal knowledge as to some, and information and belief as to the rest:

**NATURE OF THE ACTION**

1. Plaintiff Corrado contends that Defendant Cushman & Wakefield, Inc. violated the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) by knowingly requiring, suffering or permitting them to work more than 40 hours per week without properly paying them overtime wages.
2. Plaintiff Corrado also contends that Defendant Cushman & Wakefield, Inc. violated the FLSA by intentionally and unlawfully retaliating against Plaintiff Corrado for engaging in protected activity within the meaning of the law.
3. Plaintiff Corrado also contends that Defendant Cushman & Wakefield, Inc. violated the New York Labor Law, Article 6 §§190 *et seq.*, Article 19 §§650 *et seq.*, and the supporting New York State Department of Labor Regulations (“NYLL”) by knowingly requiring, suffering or

permitting them to work more than 40 hours per week without properly paying them overtime wages.

4. Plaintiff Corrado also contends that Defendant Cushman & Wakefield, Inc. violated the NYLL by failing to provide them with accurate wage statements in compliance with the NYLL.

5. Plaintiff Corrado also contends that Defendant Cushman & Wakefield Inc. violated the NYLL by intentionally and unlawfully retaliating against Plaintiff Corrado for engaging in protected activity within the meaning of the law.

6. Plaintiff Corrado also contends that Defendant Cushman & Wakefield, Inc. violated the New York City Human Rights Law, NYC Admin. Code, §§8-101 *et seq.* (“NYCHRL”) by intentionally and unlawfully retaliating against them for engaging in protected activity within the meaning of the law.

7. Plaintiff Corrado contends that Defendant Steven Kohn violated the FLSA by knowingly requiring, suffering or permitting them to work more than 40 hours per week without properly paying them overtime wages.

8. Plaintiff Corrado also contends that Defendant Steven Kohn violated the FLSA by intentionally and unlawfully retaliating against Plaintiff Corrado for engaging in protected activity within the meaning of the law.

9. Plaintiff Corrado also contends that Defendant Steven Kohn violated the NYLL by knowingly requiring, suffering or permitting them to work more than 40 hours per week without properly paying them overtime wages.

10. Plaintiff Corrado also contends that Defendant Steven Kohn violated the NYLL by intentionally and unlawfully retaliating against Plaintiff Corrado for engaging in protected

activity within the meaning of the law.

11. Plaintiff Corrado also contends that Defendant Steven Kohn violated the NYCHRL by intentionally and unlawfully retaliating against them for engaging in protected activity within the meaning of the law.

### **JURISDICTION AND VENUE**

12. This Court has jurisdiction of this action under 29 U.S.C. § 216(b) (FLSA actions “may be maintained against any employer . . . in any Federal or State court of competent jurisdiction”), under 28 U.S.C. § 1331 (federal question jurisdiction) because Plaintiff Corrado pleads a claim under the FLSA under 28 U.S.C. § 1332(a)(1), because the matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

13. This Court has jurisdiction over Plaintiff Corrado’s NYLL and NYCHRL claims pursuant to 28 U.S.C. § 1367.

14. The NYLL claims are so closely related to the FLSA claims that they form part of the same case or controversy under Article III of the United States Constitution.

15. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

16. Venue is appropriate in this District under 28 U.S.C. § 1391(b), because Defendants reside in, and/or does business within, this District.

### **PARTIES**

#### **Plaintiff Nadine Corrado**

17. Plaintiff Nadine Corrado is an adult citizen of the State of New Jersey.

18. From approximately March 1, 2016 to August 6, 2019, Plaintiff Corrado worked as a

non-exempt “employee” for Defendant as defined by the FLSA, 29 U.S.C. § 203(e)(1).

19. Plaintiff Corrado was hired and employed by Defendant Cushman & Wakefield, Inc. pursuant to the terms and conditions of a letter dated February 26, 2016. Under the terms of that letter, Plaintiff Corrado was classified as a non-exempt W-2 employee and entitled to overtime pay at a rate of \$50.47.

20. Around February 26, 2016, Plaintiff Corrado was also provided with a wage notice by Defendant Cushman & Wakefield, Inc. The wage notice stated that Plaintiff Corrado’s employer was “Cushman & Wakefield, Inc.” and she was employed at an hourly rate of \$33.65 and an overtime rate of \$50.47.

21. In her position, Plaintiff Corrado reported to Defendant’s now-President of Equities, Debt, and Structured Finance, and Vice-Chairman of Capital Market, Defendant Steven Kohn, in Defendant Cushman & Wakefield, Inc.’s New York City office.

22. Defendant, by and through their employees, including Defendant Kohn, assigned Plaintiff Corrado tasks, controlled and supervised the performance of those tasks, and determined the hours that Plaintiff Corrado worked.

23. In addition, at all times during her employment with Defendants, Defendants required that Plaintiff Corrado follow Defendants’ rules, policies and directives.

24. At all times during her employment with Defendants, Defendant Cushman & Wakefield, Inc. was required to maintain Plaintiff Corrado’s employment records.

25. At all times during her employment with Defendants, Defendants had the power to fire Plaintiff Corrado.

26. At all times during her employment, Defendants required Plaintiff Corrado to work at

Defendant's premises in midtown New York City, as well as work remotely.

27. Defendant Cushman & Wakefield, Inc. provided Plaintiff with a work badge and work e-mail and required that she use its computers and programs to perform her work.

28. Defendants trained Plaintiff Corrado how to perform her work. For example, when a new tool or program was rolled out, Defendants trained Plaintiff Corrado on how to use it.

29. Defendant Cushman & Wakefield, by and through its employees, including Defendant Kohn solely managed Plaintiff Corrado's work.

30. Between March and April 2016, Defendant Cushman & Wakefield, Inc. provided Plaintiff Corrado with timesheets to record her hours worked.

31. However, sometime shortly thereafter, Defendant Cushman & Wakefield, Inc., through its Operations Director, Christina Mancini, directed that Plaintiff Corrado stop recording her hours to Defendant Cushman & Wakefield, Inc.

32. Thereafter, Defendant Cushman & Wakefield, Inc., through its employees, reported Plaintiff Corrado's hours worked on her paystubs for her, but these were not her actual hours worked and were regardless of how many hours Plaintiff Corrado actually worked.

33. Per Defendants' directives, Plaintiff Corrado was required to and did work more than 40 hours per week, off the clock, and without pay.

34. Between May 2016 and present, and subject to records in the exclusive control of Defendant that may refresh Plaintiff Corrado's recollection, Plaintiff Corrado worked approximately 46 hours per week.

35. For example, during the workweek starting February 4, 2019, Plaintiff Corrado worked 46 hours, but was not compensated at 1.5 times her regular rate for all hours worked over 40 that

workweek.

36. Despite the actual hours Plaintiff Corrado worked under Defendant's direction, Defendant willfully failed to compensate Plaintiff Corrado for hours she worked over 40 in a workweek at time and a half her regular rate.

37. On or about March 2017, Plaintiff Corrado received a pay raise bringing her hourly rate to \$34.37.

38. On or about April 2018, Plaintiff Corrado received a pay raise bringing her hourly rate to \$34.89.

**Defendant Cushman & Wakefield, Inc.**

39. Defendant Cushman & Wakefield, Inc. is a New York corporation with headquarters located in New York, NY. Defendant provides real estate services to customers throughout this district and nationwide.

40. Throughout the relevant period, Defendant was Plaintiff Corrado's "employer" as defined by the FLSA, 29 U.S.C. § 203(d) and the NYLL, and was actively engaged in the conduct described herein.

41. Throughout the relevant period, Defendant employed Plaintiff Corrado within the meaning of the FLSA.

42. Defendant is a covered employer within the meaning of the FLSA.

43. At all times relevant, Defendant maintained control, oversight, and direction over Plaintiff Corrado, including timekeeping, payroll, and other employment practices that applied to them.

44. At all times relevant, Defendant's annual gross volume of sales made or business done was not less than \$500,000.

**Defendant Steven Kohn**

45. Defendant Steven Kohn is an adult natural person and citizen of New York.

46. Defendant Kohn hired, fired, reprimanded, and assigned and controlled the day-to-day activities of Plaintiff Corrado, including by assigning and controlling activities remotely via text and e-mail, as well as set her schedule, rate of pay, and issuance of performance bonuses, and therefore, Defendant Kohn was Plaintiff's employer under the meaning of the FLSA, NYLL, and NYCHRL.

**FIRST CAUSE OF ACTION**

**Fair Labor Standards Act – Overtime Violations  
As Against Defendant Cushman & Wakefield Inc.**

47. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

48. Defendant is an "enterprise" as defined by the FLSA, 29 U.S.C. § 203(r)(1), and is engaged in commerce, or in the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A).

49. The FLSA, at 29 U.S.C. § 203(a)(1), states that employees must be paid an overtime rate, equal to at least 1½ times their regular rate of pay, for all hours worked in excess of 40 hours per week.

50. Throughout the relevant period, and with Defendant's knowledge, Plaintiff's primary duties constituted "non-exempt" duties from the FLSA's overtime requirements.

51. Throughout the relevant period, Defendant violated the FLSA by requiring, suffering or permitting Plaintiff to work more than 40 hours per workweek, but failing to compensate Plaintiff at time and a half Plaintiff's regular rate for all hours worked over 40 in a workweek.

52. Throughout the relevant period, Defendant violated the FLSA by failing to keep

accurate, contemporaneous records of the hours Plaintiff actually worked each week. While, under the circumstances, Defendant's time records will not fully demonstrate Plaintiff's overtime work, other records and data points exist that will confirm the nature and extent of Plaintiff's overtime work.

53. Plaintiff has been harmed as a direct and proximate result of Defendant's unlawful conduct because they have been deprived of overtime wages owed for time worked in excess of 40 hours per week from which Defendant derived a direct and substantial benefit.

54. Defendant violations of the FLSA, as described in this Complaint, have been willful and intentional. Defendant failed to make a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff.

55. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

56. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

**SECOND CAUSE OF ACTION**  
**Fair Labor Standards Act – Unlawful Retaliation**  
**As Against Defendant Cushman & Wakefield Inc.**

57. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

58. The anti-retaliation provision of the FLSA provides that it shall be unlawful for any person

to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any

proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.

29 U.S.C. § 215(a)(3).

59. Plaintiff commenced an action against Defendant for violations of FLSA on June 15, 2019 and Defendant, through its General Counsel Kenneth Goldstein, was notified of this action June 21, 2019. *See Corrado v. Cushman & Wakefield Inc.*, 19-CV-05614(ALC) (Dkt. No. 1).

60. Defendant discharged Plaintiff from employment on August 6, 2019.

61. The time between Plaintiff's discharge and Defendant's notification of the filing of this action is 46 days (or 6 weeks and 4 days).

62. Defendant discharged Plaintiff at least in part, because Plaintiff filed the June 15, 2019 action under the FLSA against Defendant.

63. As a result, Plaintiff was injured and is entitled to momentary damages, including compensatory, economic, and punitive damages, as well as reasonable attorneys' fees and costs.

**THIRD CAUSE OF ACTION**  
**New York Labor Law – Overtime Violations**  
**As Against Defendant Cushman & Wakefield Inc.**

64. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

65. The overtime wage provisions of the NYLL, including Article 19, and its supporting regulations, apply to Defendant and Plaintiff.

66. Defendant willfully failed to pay Plaintiff at 1 ½ times Plaintiff's regular rate for all hours worked in excess of 40 hours per workweek.

67. Defendant willfully failed to keep, make, preserve, maintain, and furnish accurate

records of time worked by Plaintiff.

68. As a result of Defendant's knowing or intentional failure to pay Plaintiff overtime wages for hours worked in excess of 40 hours per workweek, Plaintiff is entitled to compensation unpaid overtime, liquidated damages, attorneys' fees and costs of the action, and pre-judgment and post-judgment interest.

**FOURTH CAUSE OF ACTION**  
**New York Labor Law - Wage Statement Violations**  
**As Against Defendant Cushman & Wakefield Inc.**

69. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

70. Defendant willfully failed to provide Plaintiff with accurate written wage statements in compliance with and as required by NYLL § 195(3).

71. For instance, Defendant failed to accurately record all hours Plaintiff actually worked on each and every wage statement issued to Plaintiff.

72. Due to Defendant's violations of NYLL § 195(3), Plaintiff is entitled to recover from Defendant damages as provided for by NYLL § 198(1-d).

**FIFTH CAUSE OF ACTION**  
**New York Labor Law – Unlawful Retaliation**  
**As Against Defendant Cushman & Wakefield Inc.**

73. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

74. The anti-retaliation provision found in New York's Labor Law statute, Section 215(1), provides that:

No employer ... shall discharge, penalize, or in any other manner discriminate against any employee because such employee has made a complaint to his employer, or to the commissioner or his authorized representative, that the employer has violated any provision of this chapter [the Labor Law], or because

such employee has caused to be instituted a proceeding under or related to this chapter, or because such employee has testified or is about to testify in an investigation or proceeding under this chapter.

NYLL § 215(1).

75. Plaintiff commenced an action against Defendant for violations of FLSA on June 15, 2019 and Defendant, through its General Counsel Kenneth Goldstein, was notified of this action June 21, 2019. *See Corrado v. Cushman & Wakefield Inc.*, 19-CV-05614(ALC) (Dkt. No. 1).

76. Defendant discharged Plaintiff from employment on August 6, 2019.

77. The time between Plaintiff's discharge and Defendant's notification of the filing of this action is 46 days (6 weeks and 4 days).

78. Defendant discharged Plaintiff at least in part, because Plaintiff filed the June 15, 2019 action under the FLSA against Defendant.

79. As a result, Plaintiff was injured and is entitled to momentary damages, including compensatory, economic, and punitive damages, as well as reasonable attorneys' fees and costs.

#### **SIXTH CAUSE OF ACTION**

#### **New York City Human Rights Law – Unlawful Retaliation As Against Defendant Cushman & Wakefield Inc.**

80. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

81. Plaintiff was an employee of Defendant within the meaning of the NYCHRL.

82. Defendant was Plaintiff's employer within the meaning of the NYCHRL.

83. Plaintiff engaged in activity protected by the NYCHRL, including by requesting reasonable accommodations (leave from work) on or about June 2019 related to a diagnosis of

Chronic Rhinosinusitis and related functional endoscopic sinus surgery, balloon sinuplasty, bilateral turbinectomy, septoplasty, and related recovery from such procedures; taking leave related to the foregoing from July 24 to 26, 2019, and August 5, 2019; requesting reasonable accommodations (leave from work) on July 23, 2019 related to a fractured metatarsal; and taking leave related to her fractured metatarsal on July 23, 2019 and August 5, 2019.

84. Defendant was on notice of Plaintiff's foregoing activities protected by the NYCHRL by she reported them to Defendant.

85. Defendant took actions likely to dissuade a reasonable person from engaging in activities protected under the NYCHRL against Plaintiff because she engaged in the foregoing protected activities, including by issuing Plaintiff a written reprimand on July 23, 2019 for taking leave related to her fractured metatarsal; and discharging Plaintiff on August 6, 2019, just a day after Plaintiff requested and was approved for leave from work related to her foregoing medical impairments.

86. As a result of the retaliation engaged in by Defendant, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

87. Upon information and belief, Defendant's retaliatory actions against Plaintiff were taken with reckless indifference to Plaintiff's rights, entitling her to punitive damages.

**SEVENTH CAUSE OF ACTION**  
**Fair Labor Standards Act – Overtime Violations**  
**As Against Defendant Steven Kohn**

88. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

89. Defendant is an employer of Plaintiff employed by an "enterprise" as defined by the

FLSA, 29 U.S.C. § 203(r)(1) that is engaged in commerce, or in the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203(s)(1)(A). Defendant had the ability to and did hire, fire, reprimand, and control the day-to-day activities of Plaintiff, as well as set her rate of pay, including the discretion to cause the issuance of performance bonuses.

90. The FLSA, at 29 U.S.C. § 203(a)(1), states that employees must be paid an overtime rate, equal to at least 1½ times their regular rate of pay, for all hours worked in excess of 40 hours per week.

91. Throughout the relevant period, and with Defendant's knowledge, Plaintiff's primary duties constituted "non-exempt" duties from the FLSA's overtime requirements.

92. Throughout the relevant period, Defendant violated the FLSA by requiring, suffering or permitting Plaintiff to work more than 40 hours per workweek, but failing to compensate Plaintiff at time and a half Plaintiff's regular rate for all hours worked over 40 in a workweek.

93. Throughout the relevant period, Defendant violated the FLSA by failing to keep accurate, contemporaneous records of the hours Plaintiff actually worked each week. While, under the circumstances, Defendant's time records will not fully demonstrate Plaintiff's overtime work, other records and data points exist that will confirm the nature and extent of Plaintiff's overtime work.

94. Plaintiff has been harmed as a direct and proximate result of Defendant's unlawful conduct because they have been deprived of overtime wages owed for time worked in excess of 40 hours per week from which Defendant derived a direct and substantial benefit.

95. Defendant's violations of the FLSA, as described in this Complaint, have been willful and intentional. Defendant failed to make a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff.

96. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

97. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs and other compensation pursuant to 29 U.S.C. § 216(b).

**EIGHTH CAUSE OF ACTION**  
**Fair Labor Standards Act – Unlawful Retaliation**  
**As Against Defendant Steven Kohn**

98. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

99. The anti-retaliation provision of the FLSA provides that it shall be unlawful for any person

to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter, or has testified or is about to testify in any such proceeding, or has served or is about to serve on an industry committee.

29 U.S.C. § 215(a)(3).

100. Plaintiff commenced an action against Defendant Cushman & Wakefield, Inc. for violations of FLSA on June 15, 2019 and Defendant, through its General Counsel Kenneth Goldstein, was notified of this action June 21, 2019. *See Corrado v. Cushman & Wakefield Inc.*, 19-CV-05614(ALC) (Dkt. No. 1).

101. Defendant caused the discharge of Plaintiff from employment on August 6, 2019.

102. The time between Plaintiff's discharge and Defendant's notification of the filing of this action is 46 days, or 6 weeks and 4 days.

103. Defendant caused the discharge of Plaintiff at least in part, because Plaintiff filed the

June 15, 2019 action under the FLSA against Defendant Cushman & Wakefield, Inc.

104. As a result, Plaintiff was injured and is entitled to momentary damages, including compensatory, economic, and punitive damages, as well as reasonable attorneys' fees and costs.

**NINTH CAUSE OF ACTION**  
**New York Labor Law – Overtime Violations**  
**As Against Defendant Steven Kohn**

105. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

106. The overtime wage provisions of the NYLL, including Article 19, and its supporting regulations, apply to Defendant and Plaintiff.

107. Defendant is Plaintiff's employer under the meaning of the NYLL because Defendant had the ability to and did hire, fire, reprimand, and control the day-to-day activities of Plaintiff, as well as set her rate of pay, including the discretion to cause the issuance of performance bonuses.

108. Defendant willfully failed to pay Plaintiff at 1 ½ times Plaintiff's regular rate for all hours worked in excess of 40 hours per workweek.

109. Defendant willfully failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Plaintiff.

110. As a result of Defendant's knowing or intentional failure to pay Plaintiff overtime wages for hours worked in excess of 40 hours per workweek, Plaintiff is entitled to compensation unpaid overtime, liquidated damages, attorneys' fees and costs of the action, and pre-judgment and post-judgment interest.

**TENTH CAUSE OF ACTION**  
**New York Labor Law – Unlawful Retaliation**

**As Against Defendant Steven Kohn**

111. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

112. The anti-retaliation provision found in New York's Labor Law statute, Section 215(1), provides that:

No employer ... shall discharge, penalize, or in any other manner discriminate against any employee because such employee has made a complaint to his employer, or to the commissioner or his authorized representative, that the employer has violated any provision of this chapter [the Labor Law], or because such employee has caused to be instituted a proceeding under or related to this chapter, or because such employee has testified or is about to testify in an investigation or proceeding under this chapter.

NYLL § 215(1).

113. Plaintiff commenced an action against Defendant Cushman & Wakefield, Inc. for violations of FLSA on June 15, 2019 and Defendant, through its General Counsel Kenneth Goldstein, was notified of this action June 21, 2019. *See Corrado v. Cushman & Wakefield Inc.*, 19-CV-05614(ALC) (Dkt. No. 1).

114. Defendant caused the discharge of Plaintiff from employment on August 6, 2019.

115. The time between Plaintiff's discharge and Defendant's notification of the filing of this action is 46 days, or 6 weeks and 4 days.

116. Defendant caused the discharge of Plaintiff at least in part, because Plaintiff filed the June 15, 2019 action under the FLSA against Defendant Cushman & Wakefield, Inc.

117. As a result, Plaintiff was injured and is entitled to momentary damages, including compensatory, economic, and punitive damages, as well as reasonable attorneys' fees and costs.

**ELEVENTH CAUSE OF ACTION**  
**New York City Human Rights Law – Unlawful Retaliation**

**As Against Defendant Steven Kohn**

118. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

119. Plaintiff was an employee of Defendant within the meaning of the NYCHRL.

120. Defendant was Plaintiff's employer within the meaning of the NYCHRL. Defendant had the ability to and did hire, fire, reprimand, and control the day-to-day activities of Plaintiff, as well as set her rate of pay, including the discretion to cause the issuance of performance bonuses.

121. Plaintiff engaged in activity protected by the NYCHRL, including by requesting reasonable accommodations (leave from work) related to a diagnosis of Chronic Rhinosinusitis and related functional endoscopic sinus surgery, balloon sinuplasty, bilateral turbinectomy, septoplasty, and related recovery from such procedures; taking leave related to the foregoing from July 24 to 26, 2019, and August 5, 2019; requesting reasonable accommodations (leave from work) on July 23, 2019 related to a fractured metatarsal; and taking leave related to her fractured metatarsal on July 23, 2019 and August 5, 2019.

122. Defendant was on notice of Plaintiff's foregoing activities protected by the NYCHRL by she reported them to Defendant.

123. Defendant took actions likely to dissuade a reasonable person from engaging in activities protected under the NYCHRL against Plaintiff because she engaged in the foregoing protected activities, including by issuing Plaintiff a written reprimand on July 23, 2019 for taking leave related to her fractured metatarsal; and causing the discharge of Plaintiff on August 6, 2019, just a day after Plaintiff requested and was approved for leave from work related to her foregoing medical impairments.

124. As a result of the retaliation engaged in by Defendant, Plaintiff has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

125. Upon information and belief, Defendant's retaliatory actions against Plaintiff were taken with reckless indifference to Plaintiff's rights, entitling her to punitive damages.

**JURY DEMAND**

Plaintiff demands a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully prays for an order as follows:

- a. Issuance of a declaratory judgment that the practices complained of in this Complaint are unlawful under appropriate law;
- b. Finding that Defendants willfully violated the applicable overtime provisions of the FLSA and NYLL by failing to pay all required wages to Plaintiff;
- c. Granting judgment in favor of Plaintiff on their FLSA, NYLL, and NYCHRL claims;
- d. Awarding compensatory, economic, and punitive damages to Plaintiff in an amount to be determined;
- e. Awarding pre-judgment and post-judgment interest to Plaintiff;
- f. Awarding liquidated damages to Plaintiff;
- g. Awarding all costs and reasonable attorney's fees incurred prosecuting this claim;
- h. Awarding appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Defendants from continuing its unlawful practices; and
- i. Awarding any further relief the Court deems just and equitable.

Dated: New York, NY  
October 11, 2019

Respectfully submitted,  
LISZKA AND GRAY LLC

/s/Zachary J. Liszka  
By: Zachary J. Liszka, Esq.  
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