

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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NORDIA ROSNER,

Plaintiff,

-against-

FORESTERS FINANCIAL HOLDING
COMPANY, INC.,

Defendant,

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AMENDED
COMPLAINT

Docket No.: 18-CV-4451
(VEC)

Jury Trial Demanded

Plaintiff, NORDIA ROSNER, by and through her attorneys, RICOTTA & MARKS, P.C., allege upon knowledge as to herself and her own actions, and upon information and belief as to all other matters, as follows:

JURISDICTION AND VENUE

1. This action is brought pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000-e, *et seq.*, the New York State Human Rights the Human Rights Law, §290, *et seq.*, the New York City Administrative Code Title 8, and any other cause of action which can be inferred from the facts set forth herein.
2. The jurisdiction of this Court is invoked under 28 U.S.C. § 1331, the doctrine of pendant jurisdiction and aforementioned statutory provisions.
3. Venue is proper pursuant to 28 U.S.C. § 1391.
4. All conditions precedent to maintaining this action have been fulfilled. A charge of discrimination was filed with the Equal Employment Opportunity Commission (“EEOC”). A notice of a right to sue letter was received on May 17, 2018. This action was properly

commenced within ninety (90) days of Plaintiff's receipt of said notice.

PARTIES

5. Plaintiff, Nordia Rosner ("Rosner"), was and still is a resident of Nassau County, State of New York.
6. Defendant, Foresters Financial Holding Company, Inc. ("Foresters"), was and still is a corporation with a principal place of business at 110 Fieldcrest Ave., Raritan Plaza 1, Edison, NJ 08818. Foresters is an employer as defined by Section 8-102 of the Administrative Code of the City of New York and employs (15) or more employees. Moreover, during the course of Plaintiff's employment with Foresters, she was assigned to work at Foresters' offices located at 40 Wall St., 10th Floor, New York, New York 10005.

FACTS

7. Nordia Rosner ("Rosner") is a black female of Jamaican national origin.
8. On October 14, 2015, Rosner was hired, through a staffing agency, to work for Foresters, as an Executive Assistant.
9. On her first day of employment, Rosner was required to fill out paperwork, including an arbitration agreement with her employer at the time, relating to her temporary employment.
10. Rosner was also advised that, in the future, there may be a full time position that becomes available.
11. After working at Forester for approximately two months, Rosner applied for and was ultimately hired into a full time position at Forester. This position was wholly separate from

the temp position that she had been working in, through a staffing agency, and was accompanied with additional duties, responsibilities, salary, and benefits.

12. Rosner began working full time for Foresters on or about January 4, 2016. At this time, she was not required to sign an arbitration provision for this new position for which she was hired.
13. Rosner was hired as the Executive Assistant to the Chief Compliance Officer and the Chief Legal and Regulatory Officer (General Counsel) and was also expected to support the Board of Directors of the First Investors Fund.
14. Upon beginning her full time employment, Rosner requested a letter from Human Resources delineating the terms of her employment, including her title, compensation, benefits, and duties and responsibilities. On numerous occasions, Rosner was given excuses as to why such a letter could not be provided at that time. Her similarly situated coworkers, who hold similar positions and are outside her protected class(es), have received such a letter and, upon information and belief, were compensated at a higher rate than Rosner, even where they were hired subsequent to her.
15. Moreover, shortly into her tenure, Rosner noticed that her job duties were being reduced, with her being relegated largely to clerical functions such as copying and filing, while her similarly situated coworkers, outside of her protected class(es) are assigned more significant work.
16. In addition, Rosner identified a disparity in how black employees are treated versus Caucasian employees, included in seating assignments and grouping, as well as in the level of work that was assigned, with one example being that a Caucasian intern was consistently

assigned to participate in meetings and more meaningful projects, while Rosner, as a full time employee, was relegated to copying.

17. Moreover, Rosner's supervisors would fabricate issues with her performance and set her up to fail in an effort to justify lower pay and potentially terminating her employment.
18. In October 2016, due to her good faith belief that she was being subjected to discriminatory conduct and a hostile work environment due to her color and/or national origin, Rosner formalized a written complaint. In it, Rosner outlined that, during her full time employment, she has been subjected to disparate pay and other acts of discrimination due to her color and national origin.
19. Moreover, on or about December 21, 2016, Rosner filed a charge of discrimination with the Equal Employment Opportunity Commission.
20. In January 2018, due to the retaliatory conduct to which she was being subjected, Rosner submitted an additional complaint to Foresters, outlining the retaliation to which she was being subjected.
21. On May 15, 2018, Foresters submitted a letter to Rosner alleging that they had investigated her claims of retaliation and that they were unsubstantiated and without merit.
22. On May 17, 2018, Rosner and Foresters were issued a Right to Sue letter from the EEOC, terminating the processing of her Charge.
23. That same day, Rosner's employment was terminated under false and mischaracterized allegations of "insubordination." This was clearly a pretext for retaliation.
24. As a result of the above, Rosner has suffered lost pay in addition to suffering emotional and physical damage.

25. Based on the foregoing, Rosner alleges that Defendant discriminated against her based on her national origin and color, and in retaliation for her engaging in protected activities in violation of Title VII of the Civil Rights Act of 1964, the New York State Human Rights the Human Rights Law, §290, *et seq.*, and the New York City Administrative Code Title 8.

**AS A FIRST AND SECOND CAUSE OF ACTION
FOR DISCRIMINATION UNDER FEDERAL LAW AGAINST DEFENDANT**

26. Plaintiff repeats, reiterates, and realleges each and every allegation made in the above paragraphs of this complaint. Title VII of the Civil Rights Act of 1964 provides that

- a. It shall be an unlawful employment practice for an employer – (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin, or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex, or national origin.

27. As described above, Foresters has discriminated against Plaintiff due to her color and/or national origin by subjecting Plaintiff to a hostile work environment in violation of Title VII of the Civil Rights Act of 1964.

**AS A THIRD CAUSE OF ACTION
FOR DISCRIMINATION UNDER FEDERAL LAW AGAINST DEFENDANT**

28. Plaintiff repeats, reiterates, and realleges each and every allegation in the above paragraphs of this complaint. Title VII of the Civil Rights Act of 1964 provides that

- a. It shall be an unlawful employment practice for an employer to discriminate against any of his employees or applicants for employment, for an employment agency, or joint labor-management committee controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership, because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified,

assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

29. As described above, Foresters subjected Plaintiff to retaliatory adverse employment actions, a hostile work environment, and/or an atmosphere of adverse employment actions due to her complaints of discrimination and protected activities in violation of Title VII of the Civil Rights Act of 1964.

**AS A FOURTH AND FIFTH CAUSE OF ACTION
FOR DISCRIMINATION UNDER STATE AND CITY LAW**

30. Plaintiff has been subjected to a adverse employment actions which were motivated, in part, by her color and/or national origin. Defendant Forester's actions are in violation of the New York State Executive Law, the Human Rights Law, §296 (1) and (7), and the New York City Administrative Code § 8-107 [1] and [13].

**AS A SIXTH AND SEVENTH CAUSE OF ACTION
FOR DISCRIMINATION UNDER STATE AND CITY LAW**

31. Plaintiff has been subjected to a hostile work environment, adverse employment actions, and an atmosphere of adverse employment actions in retaliation for her engaging in protected activities. Defendant Forester's actions are in violation of the New York State Executive Law, the Human Rights Law, §296 (1) and (7), and the New York City Administrative Code § 8-107 [1] and [13].

WHEREFORE, Plaintiff demands judgment against Defendant for all compensatory, emotional, physical, and punitive damages, lost pay, front pay, injunctive relief, and any other damages permitted by law. It is further requested that this Court grant reasonable attorneys' fees

and the costs and disbursements of this action and any other relief to which Plaintiff is entitled.

Plaintiff demands a trial by jury.

Dated: Long Island City, New York
October 15, 2018

Respectfully submitted,

RICOTTA & MARKS, P.C.
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_____/s_____
Thomas Ricotta