

Exhibit A



B199- Summons without notice, Supreme Court, personal or substituted service. 12 pt type, 4-94

©1993 Blumberg Excelsior, Inc., Publisher, NYC 10013 www.blumberg.com

Supreme Court of the State of New York
County of NEW YORK

Index No. 100808/09
Date purchased 1-21-09

RENEE MIHALIK,

Plaintiff(s) designate(s)
NEW YORK
County as the place of trial.

against

Plaintiff(s)

The basis of the venue is
Defendants place of business

Summons

CREDIT AGRICOLE CHEUVREUX
NORTH AMERICA, INC

Defendant(s)

Plaintiff(s) reside(s) at

County of

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, January 21, 2009

Attorney(s) for Plaintiff

Defendant's address:

CREDIT AGRICOLE CHEUVREUX
NORTH AMERICA, INC
C/O C T CORPORATION SYSTEM
111 Eighth Avenue
New York, New York 10011

Office and Post Office Address
SCHWARTZ & PERRY, LLP
295 Madison Avenue
New York, New York 10017
(212) 889-6565

COURTESY COPY

CITY OF N.Y. LAWYERS
OFFICE OF CORP. AFFAIRS
COMMUNICATIONS SECTION
2009 JUN 21 PM 2:27

2009 JUN 21 10:00 AM
COMMUNICATIONS SECTION
CITY OF NEW YORK

in the County, City and State of New York.

BACKGROUND RELEVANT TO ALL CAUSES OF ACTION

4. Mihalik commenced her employment with Cheuvreux on July 9, 2007 as Vice President-Alternative Execution Services, and remained employed in that capacity until her unlawful termination on April 10, 2008.

5. At all relevant times mentioned herein, Ian Peacock (“Peacock”) was and remains employed by Cheuvreux as its Chief Executive Officer.

6. At all relevant times mentioned herein, Mihalik reported directly to Peacock in the course of her employment as Vice President of Cheuvreux, so that Peacock was in a position of control and authority over Mihalik.

7. Throughout the course of her employment with Cheuvreux, until her unlawful termination, Mihalik was qualified for her position and performed her duties effectively, as evidenced by the praise, bonuses and the increased duties and responsibilities assigned to her.

8. Peacock knowingly allowed pornography in the office and on employee computers, creating a threatening and demeaning environment, which, due to its widespread viewing by the male employees, was impossible for Mihalik to escape.

9. Cheuvreux was fully aware of the hostile, threatening and discriminatory environment that existed in its workplace, but ignored it, to such an extent, that Cheuvreux condoned and ratified the discrimination and gender hostility that existed in the office of Cheuvreux during the period of Mihalik's employment.

10. In July 2007, Peacock began making inappropriate and unwelcome sexual comments and advances toward Mihalik, which included, among other things, but was not limited to, engaging in at least the following discriminatory and sexually inappropriate conduct:

- Telling business associates "how sexy [Mihalik's] dress and cleavage is," encouraging the associates to make similarly sexually degrading comments, which made Mihalik feel like a sexual object, instead of a business professional.
- Displaying pornography, pictures of nude woman and other sexually explicit images on his computer, including a man hanging upside-down from his genitals, which made Mihalik feel threatened and intimidated in her work environment.
- Intimidating and humiliating Mihalik by repeatedly commenting on Mihalik's appearance in the work place, stating on one occasion, "That dress makes you look goooood" and "You should dress like that every day; you might get more clients in turn," indicating that Mihalik could only get more clients based on her looks and not her competence, which was degrading to Mihalik.
- Degrading Mihalik by saying to her "Love the red shoes!," "You know what wearing red shoes means, right?" to insinuate that Mihalik was promiscuous.
- Asking Mihalik "Do you know what dogging is" and then "Do you fancy dogging?" to express his desire for a sexual relationship with Mihalik, which Peacock knew was unwelcome to Mihalik.

- Making comments about “pussy” in front of business associates and Mihalik at a group outing in London, which was demeaning to her.
- Making inappropriate comments about Mihalik’s personal life, humiliating her in front of her coworkers, including statements such as “Why aren’t you married?” and suggesting that she must be a “cougar,” referring to a woman who aggressively pursues much younger men for sexual relations, knowing that his comments were unwelcome to her.
- Humiliating Mihalik by suggesting that she should appear more feminine, stating on one occasion “Are *pants suits* a US thing? They are very masculine.”
- Telling Mihalik, “You look very sexy today.”
- Repeatedly returning from afternoon meetings in a drunken state, especially around the December holidays, then propositioning Mihalik to stay in a hotel room, with Peacock, which was maintained by Cheuvreux.
- Telling Mihalik to schedule her trip to Europe to coincide with his so that they can “travel together”, causing Mihalik significant anxiety and fear about having to spend that much time alone with Peacock.
- Encouraging foreign business associates to be disrespectful toward Mihalik, often leading to inappropriate conduct including borrowing Mihalik’s pen and then telling her that they “stuck her pen in their ass.”
- Asking Mihalik personal questions including “How old are you” and “Do you have a boyfriend?”, although Peacock knew that Mihalik did not desire to share this personal information with Peacock.

The conduct mentioned above is not all-inclusive, but instead represents examples of the many reprehensible and humiliating acts that Cheuvreux permitted Peacock to commit against Mihalik during the period mentioned herein, which were intimidating, threatening and created an intensely

hostile and frightening workplace for Mihalik.

11. Peacock repeatedly used his actual and apparent authority as CEO to engage in the harassment, intimidating and threatening conduct towards Mihalik.

12. Despite Mihalik's fears that reporting the sexual harassment and retaliation of the Chief Executive Officer would result in some form of punishment or her termination, Mihalik protested the sexual harassment to Dave Zack ("Zack"), Cheuvreux's Compliance Officer.

13. Zack and other senior management at Cheuvreux failed to take any corrective or remedial action to ensure that Peacock's sexual harassing conduct would stop, even though it knew it was threatening to Mihalik, but instead, Cheuvreux ratified and condoned the conduct of Peacock and made it its own.

14. Zack told Mihalik that he "didn't feel comfortable" with Peacock's harassing conduct and that "it wasn't proper business practice," but feared if he said anything, "Peacock would fire [Mihalik] for complaining about [Peacock's harassing conduct]."

15. Zack further explained to Mihalik that other employees would not support Mihalik's complaints against Peacock, for fear of being retaliated against by Peacock.

16. Mihalik was made aware, therefore, that she would be standing alone against Peacock and would be the target of Peacock's retaliation.

17. Cheuvreux did not have a Human Resources department, making it very difficult for Mihalik to discuss and address the sexual harassment of Peacock.

18. Peacock was repeatedly permitted to sexually harass and demean Mihalik in a manner that was readily observed by other Cheuvreux employees and made known to Cheuvreux management, but the conduct was ignored, so that it became evident to Peacock that the harassment was accepted and condoned by Cheuvreux and that Mihalik would continue to be unprotected.

19. Despite Cheuvreux's confirmed awareness of the intensified sexual harassment that Mihalik was suffering at the hands of Peacock, Cheuvreux failed to conduct any meaningful investigation into the conduct that had been reported by Mihalik.

20. After Mihalik rejected Peacock's repeated advances and made it clear to Peacock that she was not interested in establishing any personal relationship with him, Peacock became hostile toward her, often responding with demeaning and inappropriate conduct, causing her to suffer even further adverse employment action.

21. Mihalik's continuous rejection of Peacock's advances and her complaints to Zack became known to Peacock and he began to retaliate against Mihalik for reporting his conduct.

22. After Mihalik rejected Peacock's repeated advances and complained of the harassment and discriminatory conduct that she was being subject to by Peacock, the conduct intensified by way of acts of retaliation against Mihalik, causing her to suffer even further, which included, among other things, and only by way of example, at least the following conduct engaged in by Peacock:

- Assigning Mihalik to absurd tasks to ensure her failure and create performance issues that could satisfy a termination "for cause," including a one-week assignment impossible to complete in such a short time frame.
- Forcing Mihalik to call and organize her own meetings, which involved "cold calling" clients in Germany, where most clients are not English-speaking, while other salespeople would set up meetings for international clients in their native country, adversely effected Mihalik's work performance, and all of which was intended to create a pretext for her termination.
- Taking work away from Mihalik and instead giving her menial tasks.
- Directing the team to disregard Mihalik's accounts and taking a new male employee along instead of her to introduce clients to him, making it more difficult for Mihalik to succeed in the male dominated chauvinistic workplace.
- Repeatedly reprimanding Mihalik for her work performance, making her feel worthless, stating on one occasion, "You never have anything to say that adds value," which was untrue as confirmed by the fact that she continued to generate important business accounts and her competence was recognized by others in the work place.
- Refusing to recognize Mihalik's work accomplishments, including a threat that if Mihalik won the company brand contest, Peacock "will make sure [Mihalik] is awarded nothing."
- Using profanities to degrade Mihalik's work, including, "Have you ever written a business plan before because a fucking

twelve-year-old could have written this,” when comments such as this were never made by Peacock before Mihalik refused his advances;

- Degrading and speaking negatively of Mihalik in front of her coworkers, saying, “You have no idea what you are talking about... if ‘it’ existed, then how come ‘we’ [referring to five other men in the meeting] don’t know about it?”
- Becoming more and more demanding of Mihalik’s work and stating that her “efforts are unacceptable and frankly not as good” as her male peers.
- Stating that Mihalik, an American, was much less intelligent and, “If [Mihalik] had a British accent she would sound more sophisticated and people might take her seriously,” although Mihalik’s accent had never before been a problem.
- Singling out Mihalik as the only Cheuvreux employee not to receive a performance review, so that Mihalik was not given formal notice of any performance problems so that she could improve upon her work performance and receive her bonus.
- Degrading Mihalik in front of her colleagues using profanities by calling Mihalik “a fucking liar” and telling her “this is fucking unacceptable.”
- Questioning Mihalik’s abilities by saying “What do you need, three fucking years?” when Mihalik informed Peacock she needed a few months to produce the revenue he requested.
- Claiming Mihalik did not have the contacts or relationships she promised in her interview, which was patently untrue since Mihalik had signed three of the major players Peacock wanted, and scheduled meetings with the others.
- Mihalik’s first bonus check was handed to her in physical form on payday (not direct deposit) because Peacock was trying to avoid paying her subsequent bonuses by terminating her employment prior to the next bonus eligibility date.

The acts mentioned above are only examples of the many acts of retaliation that took place during the

period mentioned herein and were a direct result of Mihalik engaging in activities protected under the Human Rights Law, which were causally linked to and meant to punish Mihalik for her complaints regarding sexual harassment by Peacock.

23. The offensive, unwelcome, and discriminatory conduct occurred on such a regular and frequent basis that Mihalik never knew when the harassment would occur next, so that Mihalik's work environment became hostile, intimidating, and threatening to her.

24. On April 10, 2008, Peacock had a meeting with Mihalik, at which time Peacock presented Mihalik with a post-dated warning letter and told her she was not performing up to standards, which was not true.

25. During the meeting, Peacock's berated Mihalik in an inappropriate, demeaning, and unprofessional manner with abusive statements.

26. Peacock threatened Mihalik with the fact that her "termination" would be documented on her U5 if they (Peacock and Mihalik) did not come to an immediate "agreement" or "settlement" because they were not "working out" and Peacock did not want Mihalik at Cheuvreux anymore.

27. Mihalik was unlawfully terminated by Cheuvreux, on April 10, 2008, which was causally connected to her protests of the sexual harassment and discrimination she was subjected to by Peacock and Cheuvreux, which were protected activities under the New York City Human Rights

Law.

28. Mihalik has suffered from the adverse effects of the harassment and retaliation and the quality of her life has been irreparably damaged and her self-esteem, self-respect and well-being have been irreversibly harmed because she was subjected to the intimidating and threatening type of conduct described herein, all of which will continue into the future and remain a source of humiliation, anguish, and financial loss to Mihalik, so that the quality of Mihalik's life has been significantly damaged solely as a result of the harassment and retaliation she was forced to endure by Cheuvreux.

29. The acts of Cheuvreux were so clearly done with reckless and indifference in the face of a perceived risk that its action would violate Mihalik's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Mihalik and in addition to all the measures of relief to which she may properly be entitled herein, Cheuvreux should also be required to pay punitive damages as punishment for its discriminatory conduct and to deter Cheuvreux and others similarly situated from engaging in such unlawful conduct in the future.

**AS AND FOR THE FIRST CAUSE OF ACTION ON BEHALF
OF MIHALIK AGAINST CHEUVREUX FOR GENDER
DISCRIMINATION IN VIOLATION OF CHAPTER I, TITLE 8,
§8-107(1)(a) OF THE ADMINISTRATIVE CODE OF THE CITY
OF NEW YORK**

30. Mihalik repeats, re-alleges and incorporates in full paragraphs 1 through 29 of this Complaint, as though fully set forth at length.

31. Throughout the time of her employment with Cheuvreux, Mihalik was fully qualified for her position and performed the duties and functions of her employment in a fully satisfactory fashion.

32. At the time that Cheuvreux allowed and condoned the sexually hostile environment and gender discrimination that Mihalik was forced to suffer simply because of her gender, she was, in fact, protected against such conduct under the New York City Human Rights Law.

33. The conduct, words and actions that Cheuvreux took against Mihalik that form the basis of this cause of action were unwelcome to her, a fact which Cheuvreux knew, or should have known, as a result of Mihalik's complaints and the actual nature of the conduct, all of which were ignored by Cheuvreux in that, among other things, Cheuvreux failed to take any genuine remedial action.

34. Cheuvreux is liable to Mihalik for the sexually hostile, abusive environment and gender discrimination she suffered in her workplace, because unlawful conduct was engaged in by Cheuvreux's management, who allowed and condoned a workplace permeated with discriminatory intimidation, ridicule and insult that was sufficiently severe or pervasive so as to alter the terms, conditions and privileges of Mihalik's employment and create an abusive, threatening and hostile work environment.

35. Cheuvreux was obligated to maintain a workplace free of hostility and to prevent its employees from violating any laws designed to prevent unlawful discrimination in employment, and,

therefore, is legally responsible and liable to Mihalik for the acts of its supervisory employees toward her that resulted in an adverse employment action against Mihalik in violation of the New York City Human Rights Law.

36. Mihalik was caused to suffer injuries resulting in emotional injuries, all of which humiliated and otherwise intimidated and degraded Mihalik because of Cheuvreux's outrageous conduct in violation of Mihalik's human rights, all of which impacted upon her health, well-being and the quality of her life.

37. The aforementioned acts of Cheuvreux constitute unlawful gender discrimination against Mihalik in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (referred to as The New York City Human Rights Law), which provides, *inter alia*, that:

It shall be unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the . . . gender . . . of any person to discriminate against such person in compensation or in terms, conditions or privileges of employment.

38. As a result of Cheuvreux's violation of the New York City Human Rights Law, Cheuvreux is liable to Mihalik pursuant to § 8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-(502)(f) of said statute for "costs and reasonable attorney's fees" based on the lodestar method as judicially established and accepted when attorney's fees are provided by the law.

39. As a proximate result of Cheuvreux's conduct, Mihalik has been adversely affected in her employment, her well-being, in the quality of her life and in her normal life's pursuits, and Mihalik believes Cheuvreux's conduct complained of herein has and will continue to have an irreparably devastating effect upon her career, effects which Mihalik alleges to be in the amount of Two Million Dollars (\$2,000,000).

40. Here, the acts of Cheuvreux were so egregious and were done so clearly with malice and/or reckless indifference in the face of a perceived risk that its actions will violate Mihalik's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Mihalik and in addition to all the measure of relief to which Mihalik may properly be entitled herein, Cheuvreux should also be required to pay punitive damages to punish it for its discriminatory conduct in the further amount of Three Million (\$3,000,000), in order to deter it and others similarly situated from engaging in such conduct in the future.

41. Mihalik, therefore, seeks, including, among other things, monetary losses and the emotional harm inflicted upon her in the sum of Two Million Dollars (\$2,000,000), and the additional and further sum of Three Million Dollars (\$3,000,000) for punitive damages, making a total of Five Million Dollars (\$5,000,000), plus the costs of this action as well as reasonable attorney's fees on this cause of action based on the lodestar method as has been judicially established and accepted when attorney's fees are provided by the law.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF
OF MIHALIK AGAINST CHEUVREUX FOR RETALIATION IN
VIOLATION OF CHAPTER I, TITLE 8, §8-107(7) OF THE
ADMINISTRATIVE CODE OF THE CITY OF NEW YORK**

42. Mihalik repeats, re-alleges and incorporates in full paragraphs 1 through 29 of this Complaint, as though fully set forth at length herein.

43. Each time that Mihalik complained about the gender-based discriminatory treatment that she was subjected to by Cheuvreux, she engaged in a protected activity under the New York City Human Rights Law, of which Cheuvreux was aware.

44. Following each of Mihalik's complaints, she was subjected to further retaliation and further abuse, which involves, among other things and only by way of example, the conduct described in paragraphs herein, all of which adversely and severely impacted upon her position, career and well being and was designed to punish her for having complained about the humiliating, sexually harassing treatment she was forced to endure.

45. The retaliatory conduct and actions taken by Cheuvreux were causally connected to Mihalik's protected activity, *i.e.*, protesting the sexual harassment and gender discrimination created by Cheuvreux and to which Mihalik was subjected by Cheuvreux.

46. Cheuvreux failed to effectively remedy or prevent and, indeed, exacerbated the hostility, vindictiveness and degrading nature of Mihalik's work environment, although it knew, or in the

exercise of reasonable care, should have known of the retaliation and its causal effect upon Mihalik.

47. The hostile, abusive, demeaning and humiliating work environment resulting from the pattern and practice of retaliation to which Mihalik was subjected, unreasonably interfered with Mihalik's work and, therefore, altered the terms, conditions and privileges of her employment.

48. Mihalik was caused to suffer and continues to suffer from the adverse effects of Cheuvreux's prolonged course of humiliation and degradation, and Cheuvreux's retaliation, because she opposed the sexual harassment to which she was subjected by Cheuvreux, in violation of Mihalik's human rights under the law.

49. The aforementioned acts of Defendant constitute unlawful retaliation against Mihalik in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(7) of the New York City Human Rights Law, which provides, *inter alia*, that:

It shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter . . .

50. As a direct and proximate result of Cheuvreux's violation of the New York City Human Rights Law, Defendant is liable to Mihalik pursuant to §8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of said statute for "costs and reasonable attorney's fees," based on lodestar method as has been judicially established and accepted as a means of calculating attorney's fees, when they are properly available under the law, as they are here.

51. As a direct and proximate result of Cheuvreux's conduct complained of herein, and as alleged in this cause of action, as well as the conduct set forth in this Complaint, Mihalik has been adversely affected in her employment and in her life's normal pursuits, and Mihalik believes that the injuries inflicted upon her as direct result of the occurrences complained of herein have, and will continue to have, an irreparably devastating effect upon her well-being and the quality of her life, effects which Mihalik alleges to be in the amount of Two Million Dollars (\$2,000,000).

52. Here, the acts of Cheuvreux were so egregious and were done so clearly with malice and/or reckless indifference in the face of a perceived risk that its actions will violate Mihalik's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Mihalik and in addition to all the measure of relief to which Mihalik may properly be entitled herein, Cheuvreux should also be required to pay punitive damages to punish it for its discriminatory conduct in the further amount of Three Million (\$3,000,000), in order to deter it and others similarly situated from engaging in such conduct in the future.

53. Mihalik, therefore, seeks compensatory damages in the second cause of action, including, among other things, for the physical and emotional harm inflicted upon her in the sum of Two Million (\$2,000,000) Dollars, and the additional and further sum of Three Million (\$3,000,000) Dollars for punitive damages, making a total of Five Million (\$5,000,000) Dollars, plus the cost of this action as well as reasonable attorney's fee on this cause of action based on the lodestar method as has been judicially established and accepted when attorney's fees are provided under the law.

WHEREFORE, Plaintiff Renee Mihalik demands judgment against Defendant Credit Agricole Cheuvreux North America, Inc. on the First Cause of Action, in the sum of Two Million Dollars (\$2,000,000) in compensatory damages and the further and additional sum of Three Million Dollars (\$3,000,000) in punitive damages for a total of Five Million Dollars (\$5,000,000), plus pre-judgment interest, the costs of this action and reasonable attorney's fees under the lodestar method, as is permitted under the law; on the Second Cause of Action in the additional sum of Two Million Dollars (\$2,000,000) in compensatory damages and the further additional sum of Three Million Dollars (\$3,000,000) in punitive damages, for a total of Five Million Dollars (\$5,000,000), plus pre-judgment interest, the costs of this action and reasonable attorney's fees under the lodestar method, as is permitted under the law; so that for the First and Second Causes of Action, Mihalik seeks a total of Ten Million Dollars (\$10,000,000) as specifically identified above, plus the costs of this action, prejudgment interest and reasonable attorney's fees, calculated under the lodestar method, as permitted under the law, and for such relief as this Court deems just and proper.

SCHWARTZ & PERRY, LLP
Attorneys for Plaintiff

By: 

MURRAY SCHWARTZ
MATTHEW T. SCHATZ

295 Madison Avenue
New York, New York 10017
(212) 889-6565

RENEE MIHALIK,

Plaintiff,

-against-

CREDIT AGRICOLE CHEUVREUX
NORTH AMERICA, INC.,

Defendant.

SUMMONS AND VERIFIED COMPLAINT

LAW OFFICES
**SCHWARTZ
& PERRY**

Attorneys for

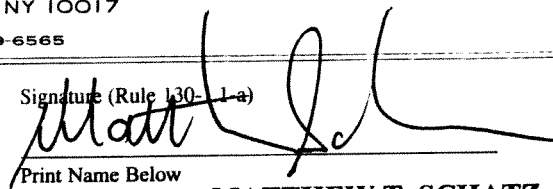
Plaintiff

Office and Post Office Address, Telephone

295 MADISON AVENUE
NEW YORK, NY 10017
(212) 889-6565

To

Signature (Rule 130-1.2)



Attorney(s) for

Print Name Below

MATTHEW T. SCHATZ

Service of a copy of the within

is hereby admitted.

Dated,

.....
Attorney(s) for

Sir:— Please take notice

NOTICE OF ENTRY

that the within is a (*certified*) true copy of a
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order
settlement to the Hon.

of which the within is a true copy will be presented for
one of the judges

To

Attorney(s) for

Yours, etc.
**SCHWARTZ
& PERRY**
Attorneys for

Office and Post Office Address
295 MADISON AVENUE
NEW YORK, NY 10017