

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

KATHLEEN MEEGHAN WALSH

Plaintiff,

v.

FITCH SOLUTIONS INC and FITCH GROUP,  
INC.  
Defendants.

CIVIL ACTION NO:

JULY 29, 2025

**JURY TRIAL DEMANDED**

**COMPLAINT**

Plaintiff, Kathleen Meeghan Walsh, by and through the undersigned counsel, Carey & Associates, P.C., files this Complaint against Defendants, Fitch Solutions Inc. (hereinafter the “Fitch”) and Fitch Group, Inc.. (hereinafter “Fitch Group”), (collectively these are “Defendants”) Plaintiff alleges as follows:

**INTRODUCTION**

1. Kathleen Meeghan Walsh, is a woman who had a long history of migraines that her medical reports show were fairly well contained until after 2017 when she received her work from home accommodation and she experienced extreme harassment from her supervisor. This hostility triggered one of the most severe migraine conditions in documented medical history requiring multiple surgeries and threatening the Plaintiff’s life.
2. Despite legal protections, many employees with migraines report inadequate support. A survey found that 56% of individuals felt their workplace hadn't made reasonable adjustments to help manage migraine attacks. Additionally, 30% experienced harassment or victimization, and 22% faced disciplinary actions due to their condition. See *The Migraine Trust, Research Reveals*

*That Over a Third of People Have Experienced Discrimination at Work Because of Their Migraines*, The Migraine Trust (July 3, 2023), <https://migrainetrust.org/news/research-reveals-extent-of-workplace-discrimination-due-to-migraine/>.

3. A 2023 study by Occupational and Environmental Medicine found that chronic exposure to workplace harassment, both generalized and sexual harassment, was associated with an increased risk of developing migraines among employees. Specifically, the odds ratio for recent migraine was 1.68 for those experiencing chronic sexual harassment. The study underscores the significant impact of workplace harassment on employee health and emphasizes the importance of enforcing anti-harassment policies to protect workers' well-being. Ahmad M. Abdulla, Tracy W. Lin & Kathleen M. Rospenda, *Workplace Harassment and Health: A Long-Term Follow-Up*, 65 J. Occup. & Env'tl. Med. 899 (2023).

4. Research in *The Journal of Headache and Pain* examined the relationship between work stress and new-onset migraines among female employees. This study found that high effort-reward imbalance at work was associated with increased risk of developing migraines. Kaisa Mäki et al., *Work Stress and New-Onset Migraine in a Female Employee Population*, 28 *Cephalalgia* 18, 22 (2008). The details of this Complaint will describe the Defendants' shocking continuing course of conduct over a period of many years of gender and disability abuse of the Plaintiff which has resulted in incomparable pain and suffering.

5. Despite repeated attempts to end ongoing discrimination based on her age, gender and disability Plaintiff would seek and be denied a workplace free from discriminatory harassment.

6. After almost 16 years of tenure marked by repeated success, on January 6, 2025, Plaintiff was called into a Zoom meeting by HR and a former supervisor. The former boss then terminated her, citing an expired performance improvement plan which cited an event that

happened years prior and before she was awarded a sales achievement award and before he was even her boss.

**PRELIMINARY STATEMENT**

7. The Plaintiff asserts claims for: (1) Discrimination Based on Age Pursuant to Employment Act 29 U.S.C. § 621 et seq. (hereafter, “ADEA”); (2) Age Discrimination in Violation of New York Executive Law § 296; (3) Age Discrimination in Violation of New York City Administrative Code § 8-107; (4) Age Discrimination in Violation of the Connecticut Fair Employment Practices Act (“CFEPA”), C.G.S. § 46a-51; (5) Discrimination Based on Sex Pursuant to Title VII (a) (hereafter, “Title VII”); (6) Gender Discrimination in Violation of NYSHRL Executive Law § 296(1)(a); (7) Discrimination Based on Sex Pursuant to CFEPA; (8) Gender-Based Harassment in Violation of NYCHRL Admin. Code § 8-107(1)(a) and § 8-107.1; (9) Hostile Work Environment Based on Sex in Violation of Title VII; (10) Gender-Based Harassment/Hostile Work Environment in Violation of NYSHRL Executive Law § 296(1)(h); (11) Hostile Work Environment Based on Sex in Violation of CFEPA; (12) Discrimination Based on Disability in Violation of the ADA (13) Discrimination Based on Disability in Violation of CFEPA (14) Disability Discrimination in Violation of the NYSHRL Executive Law § 296(1)(a); (15) Illegal Retaliation in Violation of Title VII; (16) Retaliation in Violation of New York State Human Rights Law Executive Law § 296(7) and § 296(1)(e)); (17) Illegal Retaliation in Violation of the CFEPA; (18) Retaliation in Violation of NYCHRL Admin. Code § 8-107(7); (19) Illegal Retaliation in Violation of the ADA; (20) Whistleblower Retaliation in Violation of New York Labor Law § 740; (21) Whistleblower Retaliation Pursuant to Conn. Gen. Stat. § 31-51q; (22) Failure to Provide Reasonable Accommodation in Violation of the

NYSHRL Executive Law § 296(3); (23) Failure to Provide Reasonable Accommodation in Violation of the NYCHRL N.Y.C. Admin. Code § 8-107(15); (24) Wrongful Termination in Violation of Public Policy Conn. Gen. Stat. § 31-49; 23; (25) Retaliation in Violation of Section 31-57r of the Connecticut Paid Leave Act; (26) Pretextual Termination in Violation of Section 31-57r of the Connecticut Paid Leave Act; (27) Retaliation in Violation of the Family and Medical Leave Act 29 U.S.C. § 2615(a)(2); (28) Negligent Infliction of Emotional Distress; and (29) Intentional Infliction of Emotional Distress.

8. This action is therefore based on the bad faith actions taken by Defendants to illegally retaliate against the Plaintiff for reporting unlawful discrimination and harassment and Defendants' efforts to silence the Plaintiff included her unlawful and retaliatory termination.

### **PARTIES**

9. Plaintiff, Kathleen Meeghan Walsh, was at all relevant times was a resident of Fairfield County, Connecticut and who worked in both New York and Connecticut for Defendants.

10. Fitch Solutions, Inc. is a domestic company incorporated in the State of Delaware, with corporate offices located at 300 West 57th Street, 38th Floor, New York, NY 10019. At all times relevant to this Complaint, Defendants conducted business within the jurisdiction of this Court. Fitch Solutions, Inc. is a global financial services company, part of the Hearst-owned Fitch Group.

11. Fitch Group, Inc., is a domestic company incorporated in the State of Delaware, with corporate offices located at 300 West 57<sup>th</sup> St., New York, NY, 10019.. At all times relevant to this Complaint, Defendants conducted business within the jurisdiction of this Court. Fitch Group,

Inc., is a global leader in credit ratings and research with analysts covering 5,000 financial institutions, 2,850 corporates and 160 sovereigns and supranationals.

12. Fitch Group Inc. and Fitch Solutions Group both operate their main offices out of Hearst Tower at 300 W. 57<sup>th</sup> St., New York, NY 10019 and are both subsidiaries of Hearst Corporation.

13. Both Defendants have commonalities in the individuals in management position and the overall management structure of the companies.

14. Plaintiff performed work for Fitch Solutions, Inc. and Fitch Group, Inc. who are single joint employers. Defendants are considered a single joint employer because they share the same management, common ownership, common business initiatives, common employee meetings, common human resource departments, common email systems, and common computer systems as an employer and/or joint employer under all relevant statutes.

### **JURISDICTION AND VENUE**

15. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343 as this action involves federal questions regarding the deprivation of Plaintiffs' rights under federal law, namely Title VII, the ADEA and the ADA. The Court has supplemental jurisdiction over Plaintiffs' related claims arising under state and local law pursuant to 28 U.S.C. § 1367(a).

16. This Court has diversity Jurisdiction over this action pursuant to 28 U.S. Code § 1332 as this action is one between parties that are citizens, are incorporated within, or hold their principal place of business in different States and the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest or costs.

17. Venue is proper pursuant to 28 U.S.C. § 1391(b) because both the Fitch Solutions, Inc.

and Fitch Group, Inc. maintain their principal executive offices in this District, and a substantial part of the acts omissions giving rise to this action, including many of the unlawful employment practices alleged herein, occurred in this District.

### **PROCEDURAL PREREQUISITES**

18. Plaintiff filed a charge of discrimination on the basis of sex, age, disability, and for retaliation as a joint filing with the United States Equal Employment Opportunity Commission (EEOC) and New York State Division of Human Rights, on April 17, 2025, against Fitch Solutions, Inc., named in this action. Additionally, Plaintiff filed the same charge with the Connecticut Commission on Human Rights and Opportunities (CHRO) on or about April 17, 2025, against Fitch Solutions, Inc., named in this action. Additionally, the Plaintiff has concurrently filed with the NYCCHR in compliance with § 8-502(c) of the New York City Administrative Code.

19. On June 02, 2025, the EEOC issued a Notice of Right to Sue for EEOC No. 523-2025-04836. The Notice of Right to Sue is attached hereto as Exhibit “A.”

20. On July 15, 2025, the CHRO issued a Release of Jurisdiction for CHRO No. 2420465. The Release of Jurisdiction is attached hereto as Exhibit “B.”

21. All administrative prerequisites to the institution of this action have been satisfied.

### **FACTUAL ALLEGATIONS**

22. Plaintiff currently resides in Darien, Connecticut and her birth date is July 30, 1966, placing her over the age of 40, at the time of her termination, she was 58 years old.

23. At all times Plaintiff has been qualified for her employment with the Defendant.

24. Plaintiff's highest level of education is a Bachelor of Arts in Business Administration from Trinity Washington University in Washington DC.

25. Prior to working for Defendants and subsidiaries such as Covenant Review, Plaintiff worked at Basso Capital from August 2007 to December 2008 in Voluntary Corporate Actions, at McMahan Securities from March 1994 to August 2007 in Investor Services Convertible Sales and Trading, at Fleet Investment Services as a sales assistant from April 1993 to March 1994, and at NationsBank / Bank of America on the Private Banking team as an Associate from July 1988 to April 1993 in Washington D.C..

26. Plaintiff is a Caucasian female.

27. From October 2009 through January 2025, Plaintiff was employed with Defendants or their subsidiaries. Through to the time of her termination, Plaintiff worked for the Defendants in New York City and remotely out of Connecticut due to her request for reasonable accommodation because of her disability.

28. Plaintiff is disabled due to severe migraines that may result in stroke and death. Plaintiff was at all times qualified for her position with the Defendants, with or without reasonable accommodation.

29. Plaintiff started to work for Covenant Review in October of 2009. At the time of her hire, the company had not yet been acquired by Fitch.

30. Covenant Review cofounder Adam Cohen ran the New York office and Covenant Review cofounder Paul Ciasullo ran the office located in Connecticut. Plaintiff worked for Mr. Ciasullo initially in account management and then in both Account management and sales in the Rowayton, Connecticut office. Plaintiff worked in Covenant Reviews office in Rowayton, Connecticut until the office was closed on September 31, 2017.

31. After the Rowayton, Connecticut office closed, people worked from home or worked out of the New York office, 25 West 45<sup>th</sup> Steet, 10th Floor, New York, NY 10036. Plaintiff was specifically offered the ability to work from home as a disability accommodation for her increasing concern over her debilitating migraines.

32. Plaintiff helped build Covenant Review and took care of many of the accounts as an account manager.

33. Plaintiff handled all aspects of renewals, questions from clients, any problems that came up with the clients, training the clients on the system, getting new users set up when new products launched, making sure clients knew about all the products offered, and working to get additional products added.

34. Plaintiff's work before roughly 2019 was focused on expanding and growing the current business in addition to bringing in new accounts for the existing subscription team and looking for additional teams or groups at client firms to expand sales.

35. In total, Plaintiff has had her job with Fitch or through subsidiaries for 15 years since her start in October of 2009.

36. In 2014, the Leeds Equity Partners combined Covenant Review, LevFin Insights ("LevFin") and Pacermonitor together to form HoldCo, which was later renamed Fulcrum Financial.

37. Plaintiff understood the purpose was to prepare the 3 companies to be sold or make it an easier transaction.

38. Leeds Equity Partners would ultimately help put together the acquisition deal with Fitch which would occur later around May of 2018.

39. In April of 2016, Steve Miller joined to spearhead the holding company (Fulcrum) with

his experience both as an entrepreneur and as an operator of a larger organization in the credit markets

40. Manish Aggarwal was an investor advisor who co-founded Xtract Research, a competitor of Covenant Review, in 2005. In 2010, Manish Aggarwal sold Xtract Research to MergerMarket in 2010 and went on leave.

41. Mr. Aggarwal joined Fulcrum Financial as head of new product development in June of 2017.

42. Initially with Fulcrum Financial, Steve Miller was the head of the company and ran everything, after the sale that involved Adam Cohen leaving. Mr. Miller made Mr. Aggarwal head of sales as well as head of new products.

43. From 2017 to 2019, Plaintiff had multiple conversations with Shannon McGrath, an employee who came to Covenant Review from Xtract. She explained that over the years, the verbal abuse of Mr. Aggarwal would cause her to have to flee and go to the bathroom to cry.

44. Ms. McGrath explained that she went to senior management at Covenant Review/Fulcrum Financial, and they knew about Mr. Aggarwal's behavior and reputation, but no action was taken despite her complaints over long periods of time.

45. Ms. McGrath explained to Plaintiff she had to leave Xtract partly due to Mr. Aggarwal's behavior and she had been mortified when she learned that he was coming to Fulcrum Financial.

46. Plaintiff has had migraines for most of her life. For at least 50 years Plaintiff has been under the care of several neurologists or Neuro Ophthalmologists.

47. Plaintiff's migraine severity is directly proportional to stress in her life, and these migraines get substantially worse when the Plaintiff is subjected to certain triggers.

48. As Fulcrum Financial was winding down the office in Rowayton, Connecticut, in

September 2017, Adam Cohen offered Plaintiff to work fully remotely as accommodation for her disability.

49. The work remote accommodation has remained a primary accommodation necessary for Plaintiff's health throughout her employment.

50. Mr. Cohen knew that taking the train to Manhattan each day would be extremely dangerous and detrimental to her health.

51. On Metro North when the doors close, they have a flashing white strobe light that indicates when the doors are closing. That white strobe light can trigger seizures, stroke and migraines in predisposed individuals.

52. Due to her predisposition, Plaintiff is basically eliminated from taking Metro North as a commuting option.

53. Plaintiff is also at risk in city traffic, which contains many similar triggers and the added element of being behind the wheel.

54. In July of 2018, Fitch bought Fulcrum Financial, thereby acquiring Plaintiff and all her coworkers as employees through Covenant Review.

55. After the sale, Fulcrum Financial remained separated from Fitch for the initial year. Covenant Review, LevFin and PacerMonitor kept growing and bringing in money and hitting their targets so basically Fitch left Fulcrum alone.

56. When Fitch acquired Fulcrum Financial former principal, Adam Cohen was no longer involved in the company.

57. While Fitch owned Fulcrum Financial as far back as 2018, during that year the Fulcrum Financial staff operated out of a separate office building, and met its sales and retention goals, and as a result, Fitch left Fulcrum Financial to operate mostly independently during that time.

58. Things began to change during 2019 when Fitch began taking a more active interest in Fulcrum financial and emphasizing promotion of an in-office culture.

59. In 2019, Mr. Aggarwal became the acting head of account management and sales team of which Plaintiff was a member.

60. Immediately after Plaintiff became an account manager and sales representative who reported to Mr. Aggarwal, Plaintiff found it extremely difficult to work with him.

61. Mr. Aggarwal controlled the books which determined what accounts his sales managers would have.

62. When Mr. Aggarwal would get a new lead, he would typically give the quality hot lead prospects to other account managers and sales representatives in the NYC office who were male.

63. As a disfavored female, Plaintiff had to try hard to hold onto the accounts in her book as her compensation structure is commission based in addition to her base salary.

64. During that time, Plaintiff received calls from Ian Walker, Jessica Reiss, Justin Forlenza, and Tanja Feldmeier to express shock and dismay at how Mr. Aggarwal was giving all good leads to anyone but Plaintiff.

65. Plaintiff had to rely on her own prospecting or go to other internal resources such as Mr. Miller for leads.

66. Any success that Plaintiff would have would always result in upsetting Mr. Aggarwal further.

67. Mr. Aggarwal's behavior grew more aggressive and horrible towards Plaintiff as she continued with sales success.

68. On numerous occasions when Plaintiff closed new business, Mr. Aggarwal would belittle Plaintiff, telling her that she just got lucky, and it had nothing to do with skill or hard work.

69. After Fitch bought Fulcrum Financial Mr. Aggarwal did not change, if anything, his conduct worsened.

70. On several occasions Plaintiff complained to Steve Miller about Mr. Aggarwal.

71. In response to these complaints, Mr. Miller told Plaintiff that he spoke to Mr. Aggarwal. However, the only result Plaintiff observed was Mr. Aggarwal getting back at Plaintiff raising complaints by giving the leads and opportunities to other salespeople.

72. Even when Plaintiff did over a million dollars in new business in 2018 Mr. Aggarwal refused to recognize her accomplishment and instead insisted that Plaintiff was wrong and that Plaintiff never did that amount. He continued to express disbelief even when Plaintiff had the signed contracts in hand and even when Tanja Feldmeier from the contracts team provided him with a tally of all the accounts Plaintiff closed.

73. In 2019 Plaintiff's target for new business sales was \$800k and she exceeded it in new business sales while also exceeding her renewals targets.

74. In 2018 and 2019, notable new business accounts Plaintiff closed included Cravath London, Crescent Cap Opportunistic Credit Fund, Pacific Asset Mgt, US Bank, Barings Asset Management, Wells Fargo, and Met Life.

75. Also, her relationship development expanded notably adding Avenue Capital loan team, Columbia Mgt loan team, Canyon Capital euro bonds, Beach Point euro loans, Neuberger Berman euro loans, MJX and BNP Paribas.

76. Plaintiff also excelled in cross selling. Plaintiff made key introductions to Covenant Review's sister company LevFin. There were 26 accounts Plaintiff introduced to LevFin that led to calls, trials and closures. Notable among these were the prospects with Prudential and Ivy Waddell & Reed.

77. In 2020, Plaintiff was responsible for bringing in approximately \$1,100,000.00 of new business to Fulcrum Financial.

78. Despite her successes, Mr. Aggarwal did everything possible to block her from doing business. Mr. Aggarwal never once provided an encouraging word or any help at all.

79. Mr. Aggarwal attempted to make it so Plaintiff would not get any quality opportunities, so Plaintiff had to resort to other means such as going directly to Mr. Miller to seek out opportunities and introductions.

80. One example of Plaintiff needing to look to other avenues to find sources involved the Wells Fargo and Barings Asset Mgt. accounts. These leads were initially given to a different sales representative who had messed up the opportunity and the trials with both firms.

81. In 2018, Mr. Miller asked Plaintiff to attempt to salvage the relationship with Wells Fargo and Barings Asset Mgt. knowing that Plaintiff was great with clients. Happy for the opportunity, Plaintiff took over the Barings and Wells Fargo and restarted both trials.

82. Plaintiff ended up closing both accounts that Fall, resulting in big wins for the firm.

83. Mr. Miller told Plaintiff that Fitch knew of the trials with both firms and had been watching closely. Senior management from Fulcrum Financial was very pleased with this success and the strong relationship Plaintiff built with both firms. Plaintiff also used the opportunity to reach out to additional firms in the Charlotte, North Carolina area.

84. Whenever anyone said something positive about Plaintiff in his presence, Mr. Aggarwal would get visibly upset and even clench his teeth.

85. Every time Plaintiff's sales success stories would appear in the monthly Fitch Solutions Newsletter, Mr. Aggarwal would correspondingly become more aggravated with Plaintiff.

86. Mr. Aggarwal's hostility grew towards Plaintiff seemed to grow the more successful

Plaintiff became and it correspondingly increased Plaintiff's stress.

87. Plaintiff had no choice but to work with him due to being his direct report and despite many issues with Mr. Aggarwal, Plaintiff persevered and maintained good sales figures.

88. Mr. Aggarwal's demeanor and attitude kept Plaintiff in a state of fear that he would snap on her. It was a cause of Plaintiff's migraines getting worse.

89. On or around the first quarter of 2019, Plaintiff and Mr. Aggarwal were in a conference room in the city having a team meeting. After the team and as we were walking out, Plaintiff was one of the last ones out and as Plaintiff was walking out, Mr. Aggarwal closed the door to block her exit. As Plaintiff was trying to get out, he was fuming and he leaned over Plaintiff and said, "You have no talent Meg, it is just pure luck." Plaintiff was very frightened by him looming over me in a threatening manner, so Plaintiff avoided engaging in a conversation and kept trying to leave the room.

90. This encounter prompted Plaintiff to send an email to Mr. Miller explaining how bad the harassment from Mr. Aggarwal was getting. Mr. Miller called Plaintiff towards the end of the day on Friday that week. Plaintiff ended up in tears explaining to Mr. Miller how bad the situation with Mr. Aggarwal had become and how it was adversely affecting her health.

91. Plaintiff made at least four separate complaints to senior management in a formal capacity with regard to Mr. Aggarwal. Plaintiff recalls her first complaint being made in early 2019 after Mr. Aggarwal became her manager. Nonetheless, Mr. Aggarwal continued harassing Plaintiff and the stress from his actions continued to worsen her migraines, ultimately leading to severe medical conditions.

92. Mr. Aggarwal understood the reason Plaintiff worked from home was due to her debilitating migraines. Mr. Aggarwal also knew about her stroke and migraine surgeries, and

this only provided him with additional grounds through which to harass Plaintiff.

93. One example was when Mr. Aggarwal told Plaintiff to call him on his cell one day because he was working from home. There was lots of noise in the background, and Mr. Aggarwal said he was in his garage packing up his gear and getting ready to go skiing. He explained that he was going skiing but that he “still would be working” and he said in a mocking tone, “Oh, you know how that is Meg.”

94. In 2019 Plaintiff asked the Covenant Review office manager Jennifer Dunbar how Plaintiff could go about getting a stand-up desk for her home office. The process involved putting in the request through Ms. Dunbar, who would have Mr. Aggarwal sign off on it. When Ms. Dunbar went to talk with Mr. Aggarwal about Plaintiff’s request for a stand-up desk he stated loudly out on the floor where everyone is working ... “tell Meg if she wants a stand-up desk then come into the office.”

95. Very often when Plaintiff gets a migraine, Plaintiff will get what is called ocular migraines with ‘aura’. When Plaintiff gets these ocular migraines, Plaintiff goes partially blind because it is impossible to see through what the aura is blocking.

96. When Plaintiff has multiple migraines with aura back-to-back it has a chance of causing a stroke. Stroke from migraines is very rare but also very dangerous.

97. As the harassment from Mr. Aggarwal ramped up, so did her migraines. In early May of 2019, her migraines were getting worse, and Plaintiff was getting migraines with aura more frequently than Plaintiff had ever experienced in her life.

98. On or around the first week of May 2019, several severe migraines in short succession led to Plaintiff having a stroke. Plaintiff ended up in the hospital for approximately 4 to 5 days and underwent an exhaustive battery of testing.

99. While in the hospital the doctors also implanted a heart monitor in her chest. The doctor explained that he thought that Plaintiff was too young to have a stroke, but he explained his concern was that her severe migraines pushed Plaintiff into a high-risk category for strokes.

100. Plaintiff still has the heart monitor implanted. It is a device made by Medtronic called LINQ.

101. During her time in the hospital for the stroke, her doctors explained that her job stress was a major factor in her condition, and they wanted Plaintiff to stay in the hospital longer. However, Plaintiff knew she would have to return to work as quickly as possible to keep her job.

102. Plaintiff did not go on short term leave after the stroke nor was it ever suggested to her that she had any leave options.

103. Plaintiff does not recall any information about FMLA being disclosed to her during that time, but she later learned of the option on her own.

104. Plaintiff was only in the hospital for around four to five days.

105. During her stay, Plaintiff told Mr. Aggarwal that Plaintiff would try her best to be back that Friday but would at least be back on the following Monday. His only response was that he just wanted to get her back to work to “close close close deals.”

106. Plaintiff was discharged from the hospital on a late Thursday afternoon and was hoping to try to work that Friday.

107. At the time, Plaintiff was extremely tired and scared. But Plaintiff feared that she had to get back to work or Mr. Aggarwal would probably write her up. Therefore, Plaintiff forced herself back to work out of fear that she would lose her job.

#### **PROTECTED ACTIVITY**

108. In 2020, Plaintiff had to request FMLA and short-term disability leave due to a necessary

serious surgery due to her migraines and the related risk of stroke.

109. On her own initiative, Plaintiff spoke to the Fulcrum Financial HR representative at Fitch, Sonia Velasco. Plaintiff was concerned because migraine surgery is a very uncommon procedure and her migraines were so severe, the recovery time was an inexact science.

110. The surgery Plaintiff had to undergo was decompression cranial nerve surgery. Plaintiff's short-term disability claim # for the May surgery was #12745535.

111. Plaintiff had the first surgery; it went very well. After a few weeks of recovery, Plaintiff went back to work.

112. Late August Plaintiff had the second surgery under claim #12791745. Recovery was hard for that second surgery.

113. On May 5, 2021, Fitch Group, a global leader in financial information services owned by Hearst, announced that it has completed its acquisition of CreditSights, Inc., a leading provider of independent credit research to the global financial community.

114. Management with Fitch has been aware of Plaintiff's work from home accommodation both prior to and after the Fulcrum Financial and CreditSights merger.

115. Around November of 2021 Beau Kuhn was made Global head of sales for CreditSights, another subsidiary of Fitch.

116. Plaintiff reached out to say hello and introduce herself to Ms. Kuhn in November of 2021.

117. Ms. Kuhn came from the CreditSights side of the business which Fitch had purchased in May of 2021.

118. During that time, all the senior management from Fulcrum and CreditSights were doing everything they could to maneuver themselves into higher positions given the opportunity that

the mergers and acquisitions presented.

119. After the introduction, Ms. Kuhn got back to Plaintiff very quickly and asked if Plaintiff would like to go to lunch with her. Plaintiff told Ms. Kuhn that she would be happy to and went to the Manhattan CreditSights 2 Park Ave office to meet her.

120. Plaintiff was very excited because Plaintiff went to the meeting presuming that she wanted to talk about sales and talk about some of her bigger sales accomplishments over the past few years and Plaintiff was also hoping to talk about opportunities for Covenant Review people working collaboratively with CreditSights people in the future.

121. Plaintiff could not have been more wrong about the intention of the meeting; the reason why Ms. Kuhn wanted to have lunch with Plaintiff was to discuss Manish Aggarwal.

122. At the meeting Plaintiff explained that she had to work from home due to her severe and debilitating migraines and that Plaintiff could only rarely risk travelling to the city.

123. Plaintiff explained how it was especially a problem for her to try taking the Metro North Railway or when driving herself as it became darker or in situations with lots of lights.

124. Plaintiff was eager to talk about how excited she was about opportunities specifically with the sales aspects of the job and she tried to explain that it was that side of her prior work where she had some of her greatest success in the past.

125. Ms. Kuhn spent most of the time in the meeting talking about Mr. Aggarwal and what he did and said to her and how much a liar and manipulator she felt he was and how much he really did not like women especially successful strong women.

#### **PROTECTED ACTIVITY**

126. Ms. Kuhn explained that she knew Plaintiff had prior issues with Mr. Aggarwal. She was eager to hear details about everything he had said and done towards Plaintiff. She was

specifically interested in hearing details regarding how he tried to obstruct Plaintiff from doing business, especially any new business and how he gave all the best leads to men on the sales team.

127. Ms. Kuhn confirmed that it was not just Plaintiff saying this, but it was well known as many of her colleagues at Covenant Review were saying the same things. Plaintiff also told Ms. Kuhn about how Shannon McGrath on her support team had ended up in the ladies' room crying on many occasions due to Mr. Aggarwal's bad behavior.

128. On information and belief, Ms. Kuhn provided Plaintiff's name to Fitch Legal and details of their conversation without seeking permission or telling Plaintiff.

129. Plaintiff's next one-on-one conversation with the new post-merger management was with Adam Spahn in December 2021 right after the company closed the books for the year. Plaintiff was at the 2 Park Avenue Manhattan office following closing a big deal with Moelis & Company when Mr. Spahn called her into a conference room to speak with her.

130. Ms. Kuhn, Adam Spahn's boss at the time, had divided everyone up into new teams to start in January of 2022. Adam was meeting with everyone and telling them about their new teams, books, new managers, and commission scheme for the next year. Plaintiff learned from him that Plaintiff was going to be on Marc Auerbach's team.

#### **PROTECTED ACTIVITY**

131. At that December 2021 meeting with Mr. Spahn, Plaintiff reminded him that she worked from home and that she volunteered to come into the office once a month and that she occasionally also traveled to see clients.

#### **ADVERSE ACTION**

132. Mr. Spahn told Plaintiff that working from home would be detrimental to her career and

mobility at the firm.

133. Plaintiff was taken back by this comment, and she explained to Adam that he may not know all the details behind the reason Plaintiff's work from home reasonable accommodation.

134. Plaintiff next explained how sick she was, and how severely detrimental to her health it would be to try and commute each day to the office in New York City.

135. As Plaintiff kept trying to explain all the details to Adam Spahn, he just kept pressuring her, he kept saying that it would not be good for her career.

136. Plaintiff said to him, "my life is more important to me." Adam was taken back by her response and said that Plaintiff was raising an HR issue and to take it up with Alex Pappas.

137. At the meeting, Plaintiff explained how she was great in the sales roles, especially at running trials and closing accounts and asked whether she would be able to continue getting big accounts like in the past.

138. In response, Mr. Spahn condescendingly told her, "[Plaintiff], when you get a little bit more seasoned, then you can grow with that book."

139. At the time, Plaintiff had already been doing this job acct mgt and sales for approximately the past 10 years and had also trained many people to do the job.

140. This conversation had Plaintiff so scared that afterward she expressed her fears to individuals close to her both in the workplace and in her personal life such as Tanja Feldmeier and her boyfriend.

141. It was around that time, the end of 2021 or beginning of 2022 that Fitch moved all of the Fulcrum Financial workers to the CreditSights' office at 2 Park Ave , 24<sup>th</sup> Floor, New York NY.

**PROTECTED ACTIVITY**

142. Plaintiff had spoken to Alex Papas in HR several times about her migraines and why

Plaintiff work from home.

143. The first time Plaintiff spoke with Ms. Papas was in December 2021 as a follow up to her meeting with Mr. Spahn in December of 2021 when Plaintiff called Ms. Papas and told her about her conversation with Mr. Spahn.

144. During this call, Plaintiff went into great detail with Ms. Papas about her stroke, hospital stay, and how white strobe lights are one of her triggers.

145. Plaintiff explained to Ms. Papas the situation causing her to not be able to take Metro North, her migraines with Aura, and needing to give herself injections.

146. Plaintiff described how it had gotten so bad with the work situation that she often had to sleep on her bathroom floor because her migraines came on so fast and the pain was so intense that it had made her extremely nauseous and caused her to vomit. Plaintiff explained to Ms. Pappas how the pain had gotten so bad that Plaintiff cannot fall asleep normally and most nights Plaintiff just suffers until she passes out.

#### **PROTECTED ACTIVITY**

147. Over the years Plaintiff also told Ms. Pappas how Ms. Kuhn would make comments in meetings that everyone needs to be in the office.

148. In response to these communications from Plaintiff, Ms. Pappas would explain that she would remind Ms. Kuhn that she has someone who works remotely due to a disability.

149. On information and belief, this behavior served to upset Plaintiff's managers and senior managers, and they defiantly resisted it.

150. The January 2022 reshuffle of teams by Ms. Kuhn resulted in Marc Auerbach replacing Mr. Aggarwal as her direct manager.

151. Marc Auerbach was one of the founders of LevFin Insights and he was involved as

principal in the 2018 deal when Fitch bought Fulcrum.

152. Previously, her commissions were based off selling new products, adding new clients, expanding existing relationships with new products offered by LevFin Insights, Covenant Review, and Pacer Monitor.

153. During this older schema, Plaintiff would also get 5% for the first year of any deals that Plaintiff closed, and Plaintiff would get 2% in subsequent years if Plaintiff kept renewing them and provided it was still an account that Plaintiff was servicing. It added up to a very nice amount each quarter and worked like an annuity.

154. In January of 2022, Fitch would take away this ongoing 2% and instead recompute her base salary and focus her job more on account management than sales.

155. Plaintiff's base salary went to \$200,000 annually plus a commission scheme that was to be determined by Fitch each year.

156. In 2022, there were teams of account managers, and that year management began selecting for a sales specialist team.

157. Plaintiff's role slowly morphed towards being less about sales and more about account maintenance.

158. By early 2022, Mr. Aggarwal had been out maneuvered from any new Fitch management roles by the incoming senior management of CreditSights.

159. Plaintiff intentionally ceased to have any interaction with him due to the opportunity afforded by the team reshuffle through to when Fitch would eventually let him go in May of 2023.

160. However, despite having a respectful manager and hope for serious improvements, 2022 would continue to demonstrate an unbroken chain of harassment and discrimination.

161. Plaintiff received a call from the Fitch legal department around the end of March or beginning of April 2022.

162. Plaintiff was not expecting any call but the person from the legal department explained that they heard from a colleague that Plaintiff was being treated unfairly by her manager and that Plaintiff was having very serious issues with him.

163. Plaintiff responded to make it clear that as of January 2022 her manager was Marc Auerbach, and Plaintiff has never had any issues or problems with Marc.

164. Despite her answer, Fitch legal kept pushing and insisting that they heard and knew of issues with her manager. Plaintiff was polite and calm during the call and simply repeated that she had no issue with Marc Auerbach.

165. Marc Auerbach was ultimately placed on a PIP and terminated for causes unknown to the Plaintiff. On information and belief, his termination occurred in 2023.

166. The call from Fitch Legal was cold, and no concern was expressed for me as an employee. The tenor of the call put Plaintiff off immediately.

167. By 2022 Mr. Aggarwal had been sidelined and had no influence with no one reporting to him.

168. However, instead of Fitch taking initiative to restore civility and professionalism in the workplace, at meetings Ms. Kuhn spoke very rudely towards Mr. Aggarwal and swatted him down at every turn in public, fostering an environment that justified retaliation whether justified or not.

169. Ms. Kuhn was extremely unprofessional towards him in public; so much so that the treatment Mr. Aggarwal was receiving from Ms. Kuhn became a topic of office gossip.

170. During 2022, it became apparent to Plaintiff that the young men in the sales department

were getting groomed for promotion to the preferred positions while Plaintiff, despite having a more proven track record was being pushed to the sideline.

171. Under the sales team umbrella account managers handled the maintenance of accounts and looked for sales opportunities within the existing sales book. The account managers then pass the opportunity up to the appropriate sales specialist person.

172. The sales specialists run trials with new prospects and current clients referred by sales managers. They close new business and then return the account back to the account manager for ongoing account maintenance.

173. There is a greater opportunity for commission opportunities and growth as a sales specialist.

174. In 2022, Henry Long began working as a consultant and would eventually be hired as senior management for Fitch.

175. From her very first reactions with Mr. Long, Plaintiff would experience discriminatory treatment.

176. Mr. Long repeatedly harassed and was condescending regarding Plaintiff's need to work from home. He constantly pointed out when Plaintiff would be in the office and would say it over and over emphasizing it loudly.

177. Mr. Long was a galvanizing factor in the 'boy's club' developing in the firm and he gave special attention to the male account managers and was instrumental in the initiative of creating the 'sales specialist team'.

178. Prior to the creation of the team, much of the Plaintiff's work involved precisely the type of efforts expected from the sales specialists to grow and expand the firm.

179. The sales specialist team would be comprised entirely of men, many with less experience

in such roles than Plaintiff.

180. The individuals selected for promotion and special attention were typically young men.

181. One example was Christopher Salisbury, a man who graduated from college in 2019, would be selected to be on the sales specialist team as opposed to Plaintiff.

182. In conversations in the office, Beau Kuhn would refer to Mr. Salisbury as “one of her favorites”.

183. Commonly, older employees such as Plaintiff would be presumed to have inabilities working with the technology in the company.

184. However, when older males experienced difficulty with technology, they would be acknowledge as having special exemptions.

185. On or about the end of 2022 there was a meeting in Plaintiff’s department that involved using a shared spreadsheet. All the meeting attendees had access to the spreadsheet and were expected to enter data, such as details on at-risk accounts, to help provide broad sales statistics for the department. At the meeting, this spreadsheet would be referenced when each attendee discussed their accounts.

186. At the meeting Mr. Nugent was called out by Mr. Spahn for his consistent errors in data entry, but Mr. Spahn said, “Don’t worry Nuge, I’ll be your wingman anytime. Send me the information and I’ll put it in for you.”

187. Mr. Nugent is an older man in his 60s who worked consistently out of the New York office.

188. Prior to 2022 Fulcrum Financial employees exclusively sold Fulcrum Financial products and managed Fulcrum Financial renewals.

189. However, after 2022 and especially into 2023 and on, the Fulcrum Financial team was

slowly getting integrated into CreditSights and their management team and process and procedures. Also, the CreditSights team was getting to know more about Fulcrum Financial products, clients, procedures, renewals, pricing.

190. By 2022, Fitch had put CreditSights senior management in complete control of CreditSights and Fulcrum Financial.

191. The Covenant Review physical offices were closed and everyone moved into the 2 Park Avenue Manhattan address leased by CreditSights.

192. While Marc Auerbach was still Plaintiff's manager in 2022, she had received a client named Citadel. Previously Citadel had been handled by Tanja Feldmeier for at least ten years.

193. Ultimately, Plaintiff would handle Citadel for a relatively short period in 2022.

194. During that time Plaintiff took care of 1 renewal and helped make all their subscriptions co-terminus.

195. In 2022 when Plaintiff was working on the one renewal for Citadel, Plaintiff was working very closely with Tanja Feldmeier in the contracts team and her manager at the time, Marc Auerbach, approved the one renewal, coterminous transaction, and prices.

196. Unknown to anyone at that time in Fitch, this was the first step in Citadels procurement team plan to consolidate subscriptions, teams, and their internal reorganization to move their headquarters and most of their employees to Miami Florida.

197. In 2023 the Citadel account was moved to Harry Broadbent on the Fitch Hedge Fund Team.

198. Mr. Broadbent was in London during 2023 but ultimately came to work out of New York in 2024.

199. Ms. Kuhn often made it a point to state in group meetings that Mr. Broadbent was "one

of her favorites.”

200. When Mr. Broadbent took over the Citadel accounts in 2023, Citadel informed him of their goal to combine all the Fitch subscriptions and teams into one contracted subscription for a lesser amount.

201. Harry Broadbent and his manager Conor called Plaintiff up and told her what Citadel was doing and explained the conversations they were having with Citadels procurement person.

202. Conor and Harry asked whether Plaintiff knew anything about this and Plaintiff told them Plaintiff had Citadel for a very short time and took care of only one renewal and worked to make Citadels several subscriptions run parallel to one another.

203. Mr. Broadbent explained that he did not want to take a hit on his book of business on Citadel because they also wanted a smaller subscription price.

204. This was the first time Plaintiff had heard that Citadel would be leaving Chicago and moving to Miami Florida and consolidating all their teams as a result of a companywide reorganization or that they wanted one price for all and a reduction in the cost.

205. Mr. Broadbent did not want to take the hit in his book and to avoid taking the hit, Mr. Broadbent falsely insisted that Citadel had told Plaintiff about their plan to consolidate the teams.

206. Plaintiff vehemently denied this false attribution of knowledge because Citadel had neither informed her of the plan, nor given her any indication they wished to make changes to their teams.

207. Ms. Kuhn and Mr. Spahn head of the account management teams in the US spoke with Citadel and the procurement person and concluded that it “really comes down to he said she said.”

208. Despite this conclusion, they still decided that Mr. Broadbent, a young man, should not

take the hit on his book for Citadel for the loss of business. Instead, they arbitrarily put the hit on Plaintiff's book of business for 2023 despite the account not even being hers at that time.

209. Plaintiff spoke at length with Mr. Spahn and made sure he knew all the facts and had reviewed all the documentation Plaintiff gave him.

210. Plaintiff learned from Mr. Spahn that the procurement person at Citadel were given monetary enhancements when they were able to reduce the costs of existing subscriptions during their big re-organization and move to Florida.

211. Plaintiff even reminded them that her manager Marc Auerbach in 2022 reviewed and approved of everything. However, Mr. Spahn insisted that Plaintiff should have somehow predicted what Citadel was planning.

212. Citadel procurement knew from their previous account manager for many years that they could not consolidate teams located in different states. When Citadel made a business decision (a huge business decision with many factors involved) to relocate to Miami Florida, they took the opportunity to condense their teams and their vendor subscriptions.

213. Next, Mr. Spahn attempted to play Ms. Feldmeier and Plaintiff against each other as if there was some chance of getting a different story.

214. Mr. Spahn told Plaintiff during a call in 2023 that Ms. Feldmeier gave her up and blamed the entire event of Citadel on Plaintiff.

215. However, Plaintiff was aware that this was completely fabricated as Ms. Feldmeier had never changed her story, which supported her recounting of events. Plaintiff simply told Mr. Span that "I have no idea what you are talking about."

216. Ms. Feldmeier and Plaintiff had previously worked closely on Citadel, and she helped Plaintiff with the renewal, prices and making all the subscriptions co-terminus. Ms. Feldmeier

knew the client extremely well, having worked with them for ten years.

217. Following the call, Plaintiff reached out to Ms. Feldmeier to explain to her what Mr. Spahn reported that she had said, and Ms. Feldmeier confirmed that he was lying and that she had never said anything of the sort.

218. Seeing the Plaintiff very stressed and worked up over the false accusations, Ms. Feldmeier attempted to calm down Plaintiff and tell her not to let it get her sick and trigger another stroke.

### **ADVERSE ACTION**

219. Mr. Spahn bullied and threatened Plaintiff by saying, “if [Plaintiff] did not come clean and tell the truth it would get really bad for her.”

220. As an older disabled woman working remotely, Plaintiff had no choice to just keep her head down and take the abuse.

221. Mr. Spahn continued to insist on pushing the self-serving story of a man who had not even been involved in 2022 over the actual truth to what happened independently reported by two women.

222. Much like Ms. Kuhn’s strange public exultations of Mr. Broadbent and Mr. Salisbury, Mr. Spahn liked to refer to Peter Escibano, Christian Thompson, Brian Badaloto, and Zach Davis as “his boys”.

223. This reference occurred in person once when Plaintiff was going into the 2 Park Avenue Manhattan office to see clients, after referring to them as ‘his boys’, as he patted them on their backs.

224. This interaction made Plaintiff uncomfortable, so she just kept her head down and kept walking past them.

225. At the beginning of 2023, the books and teams changed again, and Plaintiff was placed under the management of Joseph Tafaro.

226. Under Mr. Tafaro, the experiences Plaintiff would have in 2023 and 2024 would be a direct extension of the prior harassment Plaintiff received while under Mr. Aggarwal and she would again experience the same pattern of harassment that had triggered severe migraines, and medical emergencies.

227. Mr. Tafaro and upper management continued to bring up the Citadel issue, and Plaintiff repeatedly had to defend herself over something that never happened.

228. Every time Mr. Tafaro or Mr. Spahn brought it up, Plaintiff would repeat the same story.

229. Meanwhile, while Plaintiff was being falsely accused and harassed for Citadel in 2024, Mr. Broadbent, a young man with no disability in his thirties, was promoted from an account manager to a sales director in 2024, head of the hedge fund team and then to a senior director in 2025.

230. As her manager for 2023 and 2024, all renewals and all pricing would be approved by Mr. Tafaro in their weekly pipeline meetings; such issues were always discussed by Plaintiff with Mr. Tafaro first.

231. On many Zoom calls with Mr. Tafaro when discussing her pipeline, Plaintiff would apologize that Plaintiff was not feeling well due to a migraine.

232. Plaintiff experienced challenges with focus and recalling information as quickly as Mr. Tafaro demanded. Often, Plaintiff would have to go a little slower or take a deep breath or refer to her notes. Depending on the level of her migraine it could be hard for Plaintiff to even see the Zoom call.

233. On multiple occasions when in meetings (both alone and with other coworkers), Mr.

Tafaro would make a comment to Plaintiff that would start with “if [Plaintiff] was in the office...”. When Plaintiff would remind him of her disability he would commonly follow up with, “oh, I know... just kidding.”

234. Plaintiff’s time under the management of Mr. Tafaro corresponded with when Plaintiff was singled out to be given the worst books of business.

235. By 2024, Plaintiff’s book would be so bad that out of the 67 clients provided in her book, 41 had no opportunity for growth, 9 had only opportunity for small growth and 8 were already known to be cancellations. Only 3 had a decent prospect for real growth.

236. Warren Finkelstein, a long-time employee at CreditSights with approximately 21 years of tenure, commented on several occasions to Tanja Feldmeier and Plaintiff about the poor quality of her book of business under the Kuhn-Spahn-Tafaro regime. Warren was very familiar with all the clients involved.

237. At the same time Plaintiff received these poor sales books, she observed healthy young men who worked in the NYC office with less experience than her getting great clients with excellent opportunities.

238. In 2023, Plaintiff received an award of a commendation and recognition for achieving sales excellence.

239. Despite the sabotage that was ramping up, in January 2024, Plaintiff received a letter from Rachel Lojko, Chief Commercial Officer at Fitch Solutions. Ms. Lojko reports directly to Fitch President Theodore Niedermayer.

240. Ms. Lojko sent Plaintiff a letter of commendation and recognition for Achieving sales Excellence in 2023. She started her letter by saying: “I am writing this letter to you with great pleasure and admiration in your accomplishments. Your dedication and commitment to meeting

and exceeding your sales targets in 2023 have not gone unnoticed.” ... “Achieving 100% of more of your sales target is no small feat, and your hard work and dedication have played a significant role in the continued success and growth of our business. Your performance has set a benchmark for others to aspire to, and you have shown us all what can be achieved with determination, tenacity and focus on customer needs.” Ms. Lojko additionally sent Plaintiff in January 2024 a certificate for sales excellence achieved in 2023.

241. Despite the commendation, Mr. Tafaro would not stop with his ongoing direct harassment focused on Plaintiff’s disability.

242. Plaintiff started going into the office once a month with the hope that it would calm down the endless commentary that Plaintiff was receiving about working remotely.

243. Even though the sales and management team saw Plaintiff every day on zoom calls or daily research meetings, Mr. Tafaro would always make some slight comment about Plaintiff in front of many people, which would make her uncomfortable.

244. However, even going to the office Plaintiff would continue to get comments from Mr. Tafaro and others to call attention to the fact that it was unusual for Plaintiff to be physically present considering she typically worked from home.

245. In 2024, management had loaded Plaintiff’s book with eight accounts which had clear indications that there would be no chance of renewal.

- a. GE was cancelling because the company would no longer exist in its current form;
- b. Conrad Voldstad was solo user who would be cancelling due to retirement;
- c. National Alliance Securities would obviously be cancelling due to the fact their credit team did not exist anymore;

- d. Cincinnati Asset Management had already communicated they would be cancelling due to losing 1/3 of their total business;
- e. Modern Bank had already communicated that the sole user had left and they would discontinue services;
- f. Glenmede Investment Management would not be renewing because they let go their entire credit team;
- g. Elkhorn Valley Bank had communicated they would longer be needing services and would be closing to save money;
- h. Kore Private Wealth had ceased to even exist.

246. Despite management's best efforts at sabotage, Plaintiff would still hit any reasonable metrics of sales renewal goals by the end of 2024 and even open some new lines of business.

247. Despite being loaded with cancellations (for reasons other than clients going to competitors) and the general lack of opportunity in her book, Plaintiff still performed very well for 2024.

248. Plaintiff had a phone call with Mr. Voldstad and he explained that he was sorry Plaintiff inherited his account because he was not going to renew. He explained how he was in his mid-70's that upon the death of his wife, he had promised her to retire and enjoy his life.

249. Plaintiff explained this to Mr. Tafaro and was shocked when Mr. Tafaro ordered her to get back on the phone and convince Mr. Voldstad to renew with a price increase.

250. Plaintiff was dumbfounded; Mr. Tafaro exhibited not only insensitivity but also a complete disregard for common sense.

251. When Plaintiff called the client back, Mr. Voldstad ended up apologetic and he cried on the phone, he reiterated that on his wife's deathbed he had promised her that he would hand off

his work to his bankers.

252. This instance caused Plaintiff to seriously question Mr. Tafaro's character and judgment.

253. Plaintiff experienced increased disparate and discriminatory treatment at the hands of Mr. Tafaro and it led to ramping up her stress and consequently exacerbating her disability.

254. When Plaintiff was in the office in February of 2024, Plaintiff noticed on Mr. Tafaro's desk laminated "cheat sheets".

255. There were several sheets on Mr. Tafaro's desk that had names of competitors and descriptions of what products they offered, services, team size, range of prices and who owned them, and next to that, in the corresponding column, there were details for Defendants' products such as LevFin Insights. The sheets listed key advantages, LevFin products, reports, team size, and prices, as quick handy sheet to give quick statistics and information on one of Defendants' competitors and how her products are better.

256. These sheets were helpful training resources not made available to the Plaintiff as a remote worker and they acted as tools to help to give a competitive edge to account managers when selling products to customers.

257. Plaintiff thought the sheets were a great idea and Plaintiff asked Mr. Tafaro where he got this and if Plaintiff could make a copy.

#### **ADVERSE ACTION**

258. Mr. Taffaro responded to Plaintiff out on the floor in front of her coworkers that, "If you were in the office, you would of gotten this and other items like it".

259. In response, Plaintiff calmly explained to Mr. Tafaro that Plaintiff cannot work in Manhattan and that every time Plaintiff comes into the office, Plaintiff takes a car service. Plaintiff explained it would be unaffordable to do that three or more times a week.

260. This incident caused Plaintiff to be so embarrassed it put her stomach in knots.
261. The incident also caused Plaintiff to feel disadvantaged and wonder about what other items, work comments, and procedures that Plaintiff was missing out on.
262. Going to the office typically resulted in comments such as, “nice to see you in the office.”
263. These individualized greetings made Plaintiff uncomfortable and nervous and she expressed to Ms. Pappas that more typical greetings such as “good morning” or “hello” would make her feel less uncomfortable and nervous.
264. At the beginning of 2024, Plaintiff discussed with Mr. Spahn working out of Florida where a number of her clients are located. In response, Mr. Spahn stated that if Plaintiff were to work remotely, she would need to speak with HR.
265. Plaintiff responded to this statement by explaining how she always worked remotely and even Mr. Nugent worked remotely from Florida frequently and then explained the paperwork involved with the remote policy off of the company’s HR website.
266. Mr. Nugent explained to Plaintiff that he was never instructed to speak with HR or complete paperwork and that he would simply explain to Mr. Spahn what he intended, and Mr. Spahn would raise no concerns.
267. Again, Plaintiff became very stressed that she was being targeted whenever the issue of remote work came up.
268. Plaintiff worked in Florida in March of 2024 for four weeks to handle accounts in that region. Plaintiff was able to see many clients in Florida and worked incredibly hard.
269. The work went well; however, Plaintiff got sick with an extremely severe migraine.
270. The migraine was so bad it popped several blood vessels in her right eye, and Plaintiff woke up with blood on her pillow.

271. In 2023 Covenant Review, LevFin Insights, Pacer Monitor and CreditSights had rebranded again to be one name as CreditSights a Fitch Solutions company. Defendants continued to sell all the products but the structure on how clients were serviced would not be fully updated until later. Starting in 2025 the plan was that everyone would sell every product and there would be one account manager for each client.

272. To get everyone up to speed on all the changes with Fitch and CreditSights, sales enablement held a training session at Hearst Tower to take place August 6-7, 2024.

273. Joe Fernicola, head of sales enablement, sent out an email with all the information, dates, times, and agenda for the meeting.

274. Mr. Fernicola sent an email that explained that for workers who were remote or were travelling, there would be the option to login remotely and be part of the training so they would not need to be physically present at Hearst Tower.

275. The email explicitly stated that workers in Connecticut do not need to come in as everything will be set up remotely for all the training activities.

#### **ADVERSE ACTION**

276. On the first day of this training session, Plaintiff attended online.

277. Mr. Tafaro was also online working out of the Carolinas for a big family event.

278. The first day of the program, Plaintiff received a message from Mr. Tafaro asking her why she was not at Hearst Tower.

279. Plaintiff again explained her health situation and referenced the email from the head of the sale enablement team that all employees had all received.

280. Mr. Tafaro then told Plaintiff that senior management was extremely upset that she was not there in person and he said that tomorrow for the second day of training and that “she had

better be there in person.”

281. Strangely, at first Mr. Tafaro said he was not aware of any sales enablement email regarding remote attendance and that he was very upset with Plaintiff. Plaintiff was completely shocked, and she forwarded the email to Mr. Tafaro. Plaintiff arranged for a car to come to get her and bring her to Hearst by 7:00 or 7:15AM for the next day for the second training session. Mr. Tafaro made such a big stink about it that Plaintiff was again scared Plaintiff was going to lose her job. Plaintiff even was very scared to walk into Hearst Tower for the second day of the training.

#### **PROTECTED ACTIVITY**

282. The same day as the communication from Mr. Tafaro on the first day of the training session, Plaintiff also reached out to Ms. Pappas in HR. Plaintiff updated her on what happened, and Plaintiff also sent her the communication with Mr. Tafaro.

283. On information and belief, Ms. Pappas then reached out to Mr. Tafaro to discuss the issue.

284. Ms. Pappas later informed Plaintiff that Mr. Tafaro explained that he missed that part of the email and he apologized to her.

285. Ms. Pappas asked if Plaintiff wanted him to call her to apologize; to which Plaintiff said “no; let’s just move on.”

286. Plaintiff was just very scared she was going to lose her job over this and was afraid of retaliation from Mr. Tafaro if he was forced to apologize.

287. When Plaintiff arrived in person on August 7, senior management, Mr. Spahn and Ms. Kuhn were surprised to see her there. They gave no indication that they had communicated any ultimatum that Plaintiff had to be there in person.

288. Plaintiff also met with Mr. Fernicola when she was there in person for the event and apologized to him.

289. Mr. Fernicola reacted with surprise seeing Plaintiff physically present and he explained that there was no need for Plaintiff to attend in person or to apologize.

290. Mr. Fernicola instead explained he expected Plaintiff to be remote and coming in person caused him to have to reshuffle the deck and organize different arrangements for her being in person and he would have to scramble to put her on a team for role playing sessions.

291. This ongoing harassment had a direct impact on Plaintiff's health, and she had to change her prescriptions, and her migraines were beginning to ramp up entering the fall of 2024.

292. Ms. Pappas reached out to Plaintiff on August 22, 2024, to ask her to fill out a Fitch Group Alternative Work Schedule form.

293. Plaintiff was confused by the request because it was well established that she worked remotely and asked Ms. Pappas what happened to prompt this change.

294. Ms. Pappas explained she just wanted to have a file of everyone who works remote and not at the CreditSights office at 2 Park Avenue in Manhattan.

295. Prior to this time Plaintiff had been occasionally communicating for several years to ask Ms. Pappas whether she wanted some formal paperwork signed or needed anything from Plaintiff or Plaintiff's doctors and she had always said no.

#### **ADVERSE ACTION**

296. Plaintiff requested and Mr. Tafaro approved her vacation leave for the last week of August through the first week of September for vacation.

297. Shortly before her vacation, Mr. Tafaro requested a call with Plaintiff and Anish Mehta, her London CreditSights colleague and counterpart for an S&P deal to have a quick catch up on

all items.

298. During the call Plaintiff had to explain to Mr. Tafaro that she was going to be out for 2 weeks but available on her cell. Plaintiff also offered to check work emails periodically and noted that if Mr. Tafaro or anyone else needed anything they could reach out to her, but that Mr. Mehta agreed to be available during these 2 weeks.

299. In a very stern voice, Mr. Tafaro said that Plaintiff was to be on call 24 / 7 in case anything came up with S&P and this deal.

300. Plaintiff became very nervous as the demeanor of Mr. Tafaro on the call became very short and rude on that call and Plaintiff felt he was trying to be very confrontational.

301. Mr. Mehta attempted to calm the situation by saying that he would be fine with handling matters, but Mr. Tafaro would have none of it.

302. Plaintiff later reached out to Mr. Mehta and asked him what he thought about the call.

303. Mr. Mehta confirmed that he found Mr. Tafaro's behavior very strange given the fact that he had even explained to Mr. Tafaro that he was free and could help with anything that the procurement team at S&P needed.

304. At all times during the past year while the three of them were working on this deal and when Mr. Mehta had been busy working on other deals or renewals, Plaintiff had always been there to cover this S&P deal, and Mr. Tafaro never had any problems with the arrangement.

305. At the end of summer when Plaintiff was due to go on vacation, most people on the S&P end of the deal were also on vacation and Plaintiff knew there was not going to be any answer or even a signed contract for many weeks. Ultimately, the deal closed in early October.

#### **PROTECTED ACTIVITY**

306. Around the middle of September of 2024, Plaintiff was in the 2 Park Avenue Manhattan

office and reached out to Mr. Tafaro and Mr. Spahn.

307. Mr. Tafaro was not in the office that day as he was home sick with a bad case of poison ivy, so Mr. Spahn and Plaintiff spoke in a small private office.

308. Plaintiff informed Mr. Spahn that her migraines have gotten worse recently and Plaintiff did not think she could go to Texas for a business trip she had been trying to put together to see clients.

309. Plaintiff's plan had been to bring several analysts and do the tour in Texas, however, with the increased buildup of recent stress from work and risk of stroke, Plaintiff knew it would be too much for her at the time given her health. Florida had demonstrated it was a risk, and Plaintiff was too afraid of being away from home and having a stroke.

310. When Plaintiff requested Mr. Spahn to go with a plan that allowed her to instead put together a Zoom call and set up more interactions between analysts, Plaintiff feared again highlighting her disability would only lead to retaliation.

311. October 11, 2024, Plaintiff received an internal slack message to come into a meeting with Mr. Tafaro.

#### ADVERSE ACTION

312. Alex Pappas from HR was in the meeting. Plaintiff then learned he created a performance improvement plan (the "PIP" dated October 9, 2024). The PIP was used to justify Plaintiff's unlawful termination from employment.

313. After Plaintiff was issued the PIP, Plaintiff was told by Ms. Pappas that Mr. Tafaro and Plaintiff would have additional conversations separate from their weekly Pipeline calls.

314. At the meeting Ms. Pappas and Mr. Tafaro insisted that Plaintiff sign the document, which she would not do until she had time to review and consider the shocking information

being provided.

315. Plaintiff was in shock based on the absurdity of the details of the PIP.

316. The document contained complete falsehoods.

317. The document was the first ever indication of negative performance after the Plaintiff's 15 years with the firm without having any negative HR issues and receiving only positive performance reviews.

318. The PIP referenced the Citadel transaction. As noted, Citadel was her client for a short period in 2022 until it was moved to the Hedge Fund team in 2023 under the management of Mr. Broadbent.

319. Mr. Tafaro's citation of the Citadel transaction in a PIP in 2024, was completely shocking to the Plaintiff.

320. The Citadel renewal and had nothing to do with Mr. Tafaro being that her manager was Marc Auerbach at the time.

321. At that time Plaintiff was still incredibly upset with how Mr. Tafaro's manager, Mr. Spahn, had gone so far as to fabricate a scenario in an attempt to play Tanja and Plaintiff against each other.

322. Mr. Tafaro incorporated the false narrative about a transaction from 2022 and indicated it as relevant to Plaintiff's performance in 2024

323. Notably, the Plaintiff had achieved a sales performance award for 2023 when the Citadel hit was improperly put on her books a year after the client was no longer hers.

324. The only other transaction referenced in the PIP was BTG Pactual.

325. The PIP was false regarding this transaction.

326. The PIP references a problem of "suggesting to clients commercial proposals that impact

other sales professionals' territories below acceptable commercial levels (BTG Pactual).”

327. The BTG Pactual deal was a potential disaster for Fitch that Plaintiff helped turn into a victory.

328. BTG Pactual US Capital, LLC is the largest investment bank in South America and Plaintiff was tasked to work on the contract with Tommy Townsend, her sales specialist colleague in London.

329. In 2024, BTG Pactual declined their renewal terms, citing reorganizational and budgetary concerns.

330. The head of the team in Brazil did not approve the renewal proposal and went even further to threaten to cancel their entire subscription.

331. BTG Pactual had acquired another business which had been receiving CreditSights services at a lower price and were upset with this discovery.

332. To save the client, Plaintiff and Mr. Townsend looked for areas where we could expand the relationship and spread the cost across other offices within the wealth management team so they could save the revenue. Ultimately, they were able to identify users in the client's Miami office who explained that they rely on CreditSights to do their jobs.

333. Erin Lyons, co-president of CreditSights also endorsed the plan and said she would have authorized the offer the renewal at a discount considering the alternative was a cancellation.

334. Mr. Tafaro approved of a broader plan proposed by Mr. Townsend and Plaintiff to prevent the loss of a client who could have gone without services when evaluating their office in Brazil and smaller satellite teams in isolation.

335. Plaintiff had communicated with Mr. Townsend to say, “if I did not get Joe Tafaro's approval he would probably have me written up.”

336. Mr. Townsend responded to explain that he had some discretion with Sebastian, his manager.

337. The client renewed their CreditSights subscription flat, and a small increase came in expanding CreditSights service to the smaller new teams in Brazil, London, Spain and Luxembourg.

338. Mr. Tafaro approved of all pricing and additional offices because the users were all on the same team and had the same manager but they just physically sat in different countries.

339. Plaintiff and Mr. Townsend ended up saving an account and her colleague in Europe gained the opportunity to get into those new teams and be on the ground floor to show them Fitch products as they grow.

340. Mr. Tafaro's PIP discriminatorily mischaracterizes a situation as being one of poor performance, which was in reality a situation emphasizing Plaintiff's resourcefulness and ability to salvage a situation where there would have otherwise been zero revenue.

#### **PROTECTED ACTIVITY**

341. After receiving the PIP Plaintiff spoke with Jessica Reiss, Managing Director, Head of US Leveraged loan research at Covenant Review a leveraged finance attorney and head of Fitch's loan team at the Covenant Review division.

342. Ms. Reiss had been a close colleague for the past ten years and was aware of the details of her migraines, the stroke, and the surgeries.

343. When discussing the details of the PIP, Ms. Reiss stated that she could not believe what Mr. Tafaro had written. She explained that something did not seem right, and she believed Mr. Tafaro was up to something.

344. Ms. Reiss even stated that "I have worked very closely with you for the past 10 years and

I do not need to read the entire PIP. I know you and your work ethic and your abilities. I have seen you in action with your colleagues and clients.”

345. Ms. Reiss expressed concern about the situation of the PIP causing the Plaintiff undue stress and told Plaintiff, “take a deep breath and calm down, this is going to trigger your migraines.”

**PROTECTED ACTIVITY**

346. After receiving the PIP, Plaintiff discussed what happened to Ms. Feldmeier.

347. As Plaintiff told Tanja Feldmeier about what had transpired she Plaintiff began to get extremely upset and was very that Defendants would go so far as to lie about what took place with BTG Pactual and the renewal that Mr. Townsend and she had saved.

348. In response Ms. Feldmeier attempted to calm down plaintiff and told her "You have got to calm down and be careful they [Defendants] are going to trigger your migraines and you don't want it to lead to another stroke."

**PROTECTED ACTIVITY**

349. After receiving the PIP Plaintiff wrote to Ms. Pappas explaining how incorrect and shocking the PIP was and how Plaintiff did not agree with the PIP. Plaintiff made it clear that Plaintiff was being targeted for being an older woman who works remotely.

350. Also, after the PIP and Plaintiff wrote a written response to Mr. Tafaro and Ms. Pappas refuting the content and expressing concern over the discriminatory conduct with regard to her accommodation.

351. Mr. Tafaro and Ms. Pappas then had a call with Plaintiff lasted only three to four minutes.

352. Ms. Pappas said that they wanted to discuss her concern about Mr. Tafaro, and they

attempted to convince Plaintiff that he had no issues with her working remotely.

353. Plaintiff found it unconvincing, and Plaintiff simply said “ok”.

354. That was the entire extent of the discussion.

355. It was the only conversation either Ms. Pappas or Mr. Tafaro ever had with Plaintiff about the PIP between issuing the PIP and terminating her for the PIP.

356. There was never any mention about performance, improvement, or “the plan”.

357. There were no meetings with Mr. Tafaro to ever discuss improvement, benchmarks, or any other aspect of the PIP.

358. The only thing to prompt any discussion with regard to the PIP was when Ms. Pappas and Mr. Tafaro’s communicated to attempt to refute Plaintiff’s assertion that the PIP was motivated on a discriminatory basis.

359. On the call which took place sometime in November, Alex thanked Plaintiff for providing a detailed response to the PIP and explained that they wanted to address one issue in the response. They explained that Mr. Tafaro had no issue with Plaintiff working from home.

360. In response to this statement, Plaintiff simply said, “Ok.” She did not further engage in conversation and it ended with no other details being discussed.

361. There were never any additional weekly meetings between Mr. Tafaro and Plaintiff as advertised when she was placed on the PIP.

362. Plaintiff and Mr. Tafaro only continued the same weekly pipeline meetings they always had and there was never any discussion of the PIP, the contents of the PIP or anything different from how things had been.

363. Despite a horrible book, Plaintiff made 2024 a success.

364. Plaintiff up sold to every client she could, and she salvaged and retained every client

within her control.

365. Despite the management's insistence on price increases, many clients were communicating that they could not handle the large price increase as they had in the past.

366. Plaintiff was able to counter these concerns by focusing on the value of Defendants' services added and maximizing the book of sales she was given.

367. Given the lack of opportunities presented by her book of business as dictated by the Defendant, still made a huge impact with transactions such as S&P, Fort Washington and PBGC.

368. Plaintiff had great renewal numbers given the poor book and Plaintiff was able to remind many clients of the value CreditSights brings to the table.

369. Plaintiff sales figures also supported very respectable sales commissions, the numbers also showed great improvement during the fourth quarter when she was apparently supposed to be on a PIP.

370. Initially, Plaintiff refused to sign the PIP on due to her concerns about the falsehoods and discriminatory basis of the PIP.

371. On November 8, 2024, Ms. Pappas told Plaintiff that she needed to sign the PIP to acknowledge that Plaintiff received it.

372. This stress of being falsely accused only made Plaintiff's health worse.

373. Plaintiff found it obvious what Mr. Tafaro was attempting to do because termination was spelled out in the PIP itself as an option.

374. Despite the PIP clearly stating that a formal follow up would take place on November 23, 2024, no such follow up took place.

375. On December 3, 2024, Mr. Tafaro wrote a letter to address the Plaintiff's prior written

response she sent to Mr. Tafaro and Ms. Pappas to refute the PIP and to falsely claim that he never discriminated against Plaintiff over her disability.

376. The PIP indicated that it was supposed to be a 45-day period. Using the date on the PIP itself, the last day would be November 23, 2024, or two days thereafter if using the date when the PIP was communicated.

377. Instead of functioning as a performance improvement plan, the PIP ended up simply acting as a threat. The false PIP had instead served as a direct cause of actual pain and suffering as it was a direct trigger of Plaintiff's migraines.

378. Due to the increased work stress and her migraines began getting incredibly severe, on a doctor's visit on November 19, 2024, Plaintiff was advised that she would need to have the option of intermittent leave going into the new year to prevent situations where she was being forced to work through migraines.

379. At the appointment, her doctor highlighted the risk of stroke and need for adjustment to new medication.

380. On December 5, 2024, Plaintiff provided Fitch with the paperwork for medical leave.

381. Plaintiff had learned that as of January 1, 2025, Plaintiff would be on a new team under new management and the promised new book appeared to have some serious growth potential.

Plaintiff was really excited and looking forward to it.

382. By the end of November, Plaintiff was able to meet with her new team and manager on several occasions, and everyone was excited about the prospect of 2025.

383. On November 21, 2024, her new 2025 team all met via Zoom for the first time. Plaintiff met her new manager Jason Liu and her other teammates.

384. Plaintiff volunteered to work on a project with her new teammate Olt Gusija. Plaintiff

was very excited and thought it was a good way to get to know a member of her team.

385. Together, Plaintiff and Mr. Gusija worked on a "playbook" that they would eventually end up sharing with their other teammates. The topic was the value propositions for why commercial banks would want to buy CreditSights, Covenant Review, LevFin Insights, Bixby and Pacer Monitor.

386. By December Plaintiff was working with her new team and had almost no contact with Mr. Tafaro other than the standard pipeline meetings they always kept.

387. During this transition period when Defendant changed the sales books, the previous account manager always reaches out to the new account manager taking over an account to give them information regarding the subscription, growth opportunities, usage, key stakeholders and other important details.

388. Plaintiff received her book in 2023-2024 and at that time many of the previous account managers expressed their condolences and explained how there was no real opportunity with the accounts.

389. At that time one account manager whom Plaintiff received several accounts from, Mark Nugent, explained that he barely spoke to the clients as they had no growth opportunity, low usage, low interactions, and a possibility of cancelling.

390. December 2024, when it was time for Plaintiff to pass along accounts to the next account manager for 2025, Plaintiff felt horrible for the account manager who would have to take over many of her accounts and it was her turn to express her condolences to the new account manager.

391. During the first or second week of December, Plaintiff had a call from Ms. Pappas.

392. Ms. Pappas stated that Fitch was interested in offering Plaintiff a severance package if she wanted to accept it..

393. When Plaintiff asked why she was being offered, Ms. Pappas stated that “She knew how hard [Plaintiff] was working and wanted to offer her a package in case [Plaintiff] did not survive the PIP.”

394. The package described offered \$50,000.00 as a severance payment with six months of Cobra.

395. There was no discussion of her performance or the PIP during this call other than the mention of Plaintiff’s hard work.

396. Plaintiff was insulted by the offer as she would make more if she just waited for the end of the month when they closed out the sales books and calculated her yearly commissions.

397. Plaintiff was already entitled to more than \$50,000.00 just due to her fourth quarter sales commission resulting from her hard work turning her horrible sales book into a solid sales year.

398. Plaintiff explained to Ms. Pappas how that she was finally done with Mr. Tafaro as her manager and that Plaintiff had a new book and was already working with her new manager, Jason Liu.

399. At the 2024 December Year End Town Hall, the speech of Erin Lyons, Co-head of CreditSights, only vindicated Plaintiff’s 2024 performance further.

400. While Ms. Kuhn had oversold Fitch Solutions executives the ability to increase subscription rates as part of her yearly sales goals, Erin explained that despite losing many clients to competitors who undercut our pricing, Fitch still did extremely well.

401. Ms. Lyons emphasized that the heroes from 2024 were the account managers who recognized the client price thresholds and did not lose clients but were instead able to keep servicing them with renewals and maximizing the opportunities present without upsetting the clients.

402. Plaintiff was happy to hear this at year end because it described her experience in 2024 precisely.

403. Ted Niedermayer, President of Fitch Solutions also spoke to this same topic during his speech at the first quarter town hall event in January 2025. Mr. Niedermayer emphasized that getting the higher price was great in the short run but that in the long term it could really annoy the client and lead to bad PR for the firm. His example was with Ballie Gifford who were incredibly upset with attempts to renew their lapsed subscription at a substantially higher price.

404. When the new year came, Plaintiff was already operating under her new manager and beginning work on her new clients. The PIP was a thing of the past and Plaintiff had her intermittent leave in place should Plaintiff have a medical emergency.

#### **ADVERSE ACTION**

405. On January 6, 2025, Plaintiff was called into a virtual meeting with Mr. Tafaro and Ms. Pappas.

406. Mr. Tafaro was in the meeting for about a minute, and he nervously explained that Plaintiff was being terminated for the PIP.

407. The Plaintiff was not shocked or surprised because she fully anticipated Mr. Tafaro's purpose with the PIP was to terminate her. However, she was ashamed that he would make this pretense of a termination in 2025 when he was not even her manager.

408. When terminated by Mr. Tafaro, Plaintiff was no longer his report but in practice and hierarchy already reported to Jason Liu.

409. January 27, 2025, three weeks after terminating Plaintiff and receiving her notice of intent to sue, Fitch instituted a new global policy on adjusting for employees with disabilities and long-term illness. This new policy emphasizes success for employees that have disabilities and

implementation of support for success in all aspects of these employees' work.

410. This policy even acknowledges the existence of a past lack of fairness as it states, "We are implementing a uniform process worldwide to eliminate barriers, ensuring a fair and supportive work environment for everyone."

411. Only after Plaintiff was terminated was there any initiative for a policy with "a clear overview of how you can request workplace adjustments or accommodations, making the process straightforward and accessible."

412. As a direct result of work harassment, Plaintiff's medical providers recommended steroid or Botox injections in the base of her head to alleviate the pressure and pain Plaintiff suffered from.

413. By December, Plaintiff's symptoms had gotten so bad that she experienced difficulty putting her head on her pillow.

414. On January 30, 2025, Plaintiff had to meet with her doctor to see if it will now be necessary to proceed with surgery for putting in a surgical sleeve around her occipital nerve.

415. On information and belief, there were several if not many account managers across the US, Europe and Asia who would fail to meet their sales and renewal targets for 2024 but would never be harassed or fired.

416. When Plaintiff was ultimately was being terminated for obviously discriminatory reasons, at the same time Fitch was moving on the promotion of a far younger, less qualified, and less successful male, Dalton Field, after only two years of tenure with Fitch as an account manager to a more senior position in an all-male sales specialist team.

417. Defendant maintains an EEO policy which states that the company shall not discriminate nor retaliate against employees with disabilities. Further, the policy states that the Defendant

shall not discriminate against employees based on age, gender and employees who complain about discrimination.

**CAUSES OF ACTION**

**COUNT I: Age Discrimination Based on Age Pursuant to Employment Act (ADEA)  
29 U.S.C. § 621 et seq.**

418. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

419. Plaintiff is 58 years old and at all relevant times was over the age of 40 and is and was a member of a protected class under the ADEA.

420. Plaintiff was qualified for their position and performed their job duties satisfactorily as an employee of Defendants.

421. Plaintiff was subjected to adverse employment actions, including but not limited to being overlooked for promotion in favor of less qualified younger employees, provision of less favorable accounts, harassment, and termination.

422. Defendants took these intentional actions to treat Plaintiff less favorably due to her age.

423. Many of these actions were either exclusively based on Plaintiff's age or age was a substantial factor among other discriminating criteria behind Defendants actions, namely gender and disability.

424. Additionally, or in the alternative, the policies and practices of the defendants disproportionately impacted the Plaintiff.

425. One example of this disparate impact was the practice of favoring younger less qualified individuals for promotion.

426. Defendants' conduct constitutes unlawful age discrimination in violation of the ADEA and the facts allege give rise to an inference of age discrimination.

427. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

428. Defendants' discriminatory conduct constitutes a continuing violation under ADEA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

429. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

430. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

431. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

432. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

433. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on age.

**COUNT II: Age Discrimination in Violation of New York Executive Law § 296**

434. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

435. At all relevant times, Plaintiff was an "employee" and Defendants were an "employer" within the meaning of New York Executive Law § 292.

436. Plaintiff is a member of a protected class based on age, 58 years old, and by being over 40 years old at the time of the events described herein.

437. The New York State Human Rights Law, Executive Law § 296(1)(a), prohibits employers from discharging, refusing to hire, or otherwise discriminating against an individual in compensation or in terms, conditions or privileges of employment because of age.

438. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

439. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

440. Defendants, through their agents, officers, and/or employees, discriminated against Plaintiff on the basis of age by overlooking her for promotion in favor of less qualified younger employees, providing her favorable accounts, engaging in harassment, and terminating her on a pretense.

441. Similarly situated employees who were substantially younger than Plaintiff and/or outside the protected age class were treated more favorably than Plaintiff under similar circumstances.

442. Defendants' conduct was willful, malicious, and in reckless disregard of Plaintiff's rights under the New York State Human Rights Law ("NYSHRL").

443. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer economic losses, emotional distress, and other damages.

444. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

445. Defendants' discriminatory conduct constitutes a continuing violation under Executive Law § 292(6) and § 292(5), as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

446. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the NYSHRL and EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

447. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

448. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

449. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

450. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on age.

**COUNT III: Age Discrimination in Violation of New York City Administrative Code**  
**§ 8-107**

451. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

452. At all relevant times, Plaintiff was an “employee” and Defendants were an “employer” within the meaning of the New York City Human Rights Law (“NYCHRL”), New York City Administrative Code § 8-102.

453. Plaintiff is 58 years old and is therefore is, and at all relevant times, was, a member of a protected class based on age, as defined by NYCHRL.

454. The Plaintiff’s travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

455. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

456. The NYCHRL makes it unlawful for an employer, because of the actual or perceived age of an employee, to discriminate against such person in compensation, terms, conditions, or privileges of employment. N.Y.C. Admin. Code § 8-107(1)(a).

457. Defendants, through their agents, supervisors, and/or employees, subjected Plaintiff to less favorable treatment on the basis of age, including but not limited overlooking her for promotion in favor of less qualified younger employees, providing her favorable accounts, engaging in harassment, and terminating her on a pretense.

458. Defendants’ conduct was not justified by any legitimate, non-discriminatory reason, and younger employees and/or employees outside of Plaintiff’s age group were treated more favorably under similar circumstances.

459. The NYCHRL imposes liability for discriminatory conduct that need only result in inferior terms, conditions or privileges of employment, regardless of whether the conduct would have been actionable under federal or state law.

460. Defendants' actions were intentional, malicious, willful, and/or taken in reckless disregard of Plaintiff's protected rights under the NYCHRL.

461. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

462. Defendants' discriminatory conduct constitutes a continuing violation under Executive Law § 292(6) and § 292(5), as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

463. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the NYCHRL and EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

464. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

465. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

466. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants'

discriminatory actions based on age.

**COUNT IV: Age Discrimination in Violation of the Connecticut Fair Employment Practices Act, C.G.S. § 46a-60**

467. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

468. At all relevant times, Plaintiff was an “employee” and Defendants were an “employer” within the meaning of the Connecticut Fair Employment Practices Act (“CFEPA”), Conn. Gen. Stat. § 46a-51.

469. Plaintiff is a 58-year-old woman and is, and at all relevant times was, a member of a protected class on the basis of age under Conn. Gen. Stat. § 46a-60(a)(1).

470. CFEPA makes it a discriminatory practice for an employer to refuse to hire or to discharge from employment or otherwise to discriminate against any individual in terms, conditions, or privileges of employment because of the individual's age. Conn. Gen. Stat. § 46a-60(a)(1).

471. Defendants, through their agents, supervisors, or employees, discriminated against Plaintiff on the basis of age by overlooking her for promotion in favor of less qualified younger employees, providing her favorable accounts, engaging in harassment, and terminating her on a pretense.

472. Similarly situated employees who were younger than Plaintiff were treated more favorably under similar circumstances.

473. Defendants’ conduct was willful, intentional, and in reckless disregard of Plaintiff’s rights under the CFEPA.

474. As a direct and proximate result of Defendant’s unlawful discriminatory conduct,

Plaintiff has suffered and continues to suffer damages including, but not limited to, loss of income, emotional distress, humiliation, and attorney's fees. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

475. Defendants' discriminatory conduct constitutes a continuing violation under CFEPA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

476. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the CHRO and/or EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

477. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

478. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

479. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on age.

**COUNT V: Discrimination Based on Sex Pursuant to Title VII;**

480. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set

forth herein.

481. Plaintiff was discriminated against based on her sex in that she was subjected to disparate treatment based on her gender as a female.

482. As a female, the Plaintiff was a member of a protected class.

483. Plaintiff was otherwise highly qualified for her position, and she had been an exemplary employee of Defendants.

484. Plaintiff suffered adverse employment actions based on her sex as set forth above in that Defendants: (1) treated male colleagues better than the Plaintiff; (2) scheduled male colleagues to preferred accounts and assignments; (3) expressed a direct preference for working with male employees as opposed to female employees; (4) determined credibility of females to be less than that of males; (5) disciplined Plaintiff while not disciplining males; (6) promoted less qualified males over Plaintiff; and (7) terminated Plaintiff in favor of similarly situated males who were equally or less qualified and experienced than the Plaintiff.

485. All of the adverse employment actions set forth above took place under circumstances that give rise to a strong inference of sex discrimination.

486. Because Defendants, acting by and through its agents, including Mr. Aggarwal, Ms. Kuhn, Mr. Spahn, Mr. Tafaro, and Ms. Pappas, expressed directly to the Plaintiff biased views that Plaintiff was a problem woman for making complaints about gender harassment.

487. Defendants cannot provide a legitimate, non-discriminatory reason for terminating Plaintiff's employment. The proffered reason for termination outlined in a PIP that was not adhered to by Defendants and which disregarded the Plaintiff's recent work commendations and stellar performance only reinforces the grounds of termination as being discriminatory.

488. Plaintiff can successfully demonstrate that there is no factual basis for any alleged

claimed rationale given by Defendants for Plaintiff's PIP or termination and that it was a mere pretext for discrimination when Plaintiff raised issues of harassment and discrimination to superiors and human resources.

489. Defendants has unlawfully and willfully discriminated against the Plaintiff substantially because of her sex with regard to the terms, conditions, opportunities and privileges of her employment in violation of Title VII.

490. Defendants' adverse employment actions against the Plaintiff as set forth above, occurred under circumstances giving rise to an inference of sex discrimination.

491. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

492. Defendants' discriminatory conduct constitutes a continuing violation under Title VII, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

493. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

494. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

495. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

496. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will

in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

497. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on gender.

**COUNT VI: Gender Discrimination in Violation of NYSHRL**  
**Executive Law § 296(1)(a)**

498. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

499. At all relevant times, Plaintiff was an "employee" and Defendant was an "employer" within the meaning of Executive Law § 292(6) and § 292(5), respectively.

500. Plaintiff is a member of a protected class on the basis of gender, female.

501. Defendant discriminated against Plaintiff in the terms, conditions, and privileges of employment due to her gender, including but not limited to denial of opportunities, unequal treatment, and/or termination.

502. Defendant's conduct constitutes unlawful gender discrimination in violation of Executive Law § 296(1)(a).

503. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

504. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

505. Defendants' adverse employment actions against the Plaintiff as set forth above, occurred under circumstances giving rise to a strong inference of sex discrimination.

506. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

507. Defendants' discriminatory conduct constitutes a continuing violation under Executive Law § 292(6) and § 292(5), as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

508. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the NYSHRL and EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

509. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

510. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

511. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

512. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on gender.

**COUNT VII: Discrimination Based on Sex Pursuant to CFEP**

513. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

514. Plaintiff was discriminated against based on her sex in that she was subjected to disparate treatment based on her gender as a female.

515. As a female, the Plaintiff was a member of a protected class.

516. Plaintiff was otherwise highly qualified for her position, and she had been an exemplary employee of Defendants.

517. Plaintiff suffered adverse employment actions based on her sex as set forth above in that Defendants: (1) treated male colleagues better than the Plaintiff; (2) scheduled male colleagues to preferred accounts and assignments; (3) expressed a direct preference for working with male employees as opposed to female employees; (4) determined credibility of females to be less than that of males; (5) disciplined Plaintiff while not disciplining males; (6) promoted less qualified males over Plaintiff; and (7) terminated Plaintiff in favor of similarly situated males who were equally or less qualified and experienced than the Plaintiff.

518. All of the adverse employment actions set forth above took place under circumstances that give rise to an inference of sex discrimination.

519. Because Defendants, acting by and through their agents, including Mr. Aggarwal, Ms. Kuhn, Mr. Spahn, Mr. Tafaro, and Ms. Pappas, expressed directly to the Plaintiff biased views that Plaintiff was a problem woman for making complaints about sexually charged actions and comments.

520. Defendants cannot provide a legitimate, non-discriminatory reason for terminating Plaintiff's employment. The proffered reason for termination outlined in a PIP that was not adhered to by Defendants, and which disregarded the Plaintiff's recent work commendations and

stellar performance only reinforces the grounds of termination as being discriminatory.

521. Plaintiff can successfully demonstrate that there is no factual basis for any alleged claimed rationale given by Defendants for Plaintiff's PIP or termination and that it was a mere pretext for discrimination when Plaintiff raised issues of harassment and discrimination to superiors and human resources.

522. Defendants have unlawfully and willfully discriminated against the Plaintiff substantially because of her sex with regard to the terms, conditions, opportunities and privileges of her employment in violation of CFEPA.

523. Defendants' adverse employment actions against the Plaintiff as set forth above, occurred under circumstances giving rise to an inference of sex discrimination.

524. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

525. Defendants' discriminatory conduct constitutes a continuing violation under CFEPA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

526. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the CHRO and/or EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

527. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

528. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

529. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

530. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, physical pain and suffering, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on gender.

**COUNT VIII: Gender-Based Harassment in Violation of NYCHRL  
Admin. Code § 8-107(1)(a) and § 8-107.1**

531. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

532. Plaintiff is a member of a protected class under the NYCHRL based on her gender-female.

533. Defendant subjected Plaintiff to inferior terms, conditions, and privileges of employment because of her gender, including but not limited to differential treatment, lack of advancement, and termination.

534. Under the NYCHRL's more lenient standard, it is unlawful for an employer to treat an employee "less well" because of her gender.

535. Defendant's conduct constitutes gender discrimination in violation of Admin. Code § 8-107(1)(a).

536. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

537. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

538. As a result, Plaintiff has sustained damages including economic loss and emotional harm.

539. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

540. Plaintiff was subjected to gender-based harassment, including comments, actions, and behavior that would be offensive to a reasonable person.

541. Under the NYCHRL, Plaintiff need only show that she was treated less well than others because of her gender; the conduct need not be severe or pervasive.

542. Defendant failed to take prompt and effective remedial action in response to the harassment.

543. Defendant's conduct constitutes unlawful gender-based harassment under Admin. Code § 8-107(1)(a) and related provisions.

544. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed her administrative charges.

545. Defendants' discriminatory conduct constitutes a continuing violation under NYCHRL, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

546. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's administrative charges of discrimination, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

547. As a direct and proximate result of Defendants' ongoing discriminatory practices,

Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

548. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

549. As a result of Defendants' unlawful conduct as aforesaid, Plaintiff has sustained and will in the future sustain financial loss, including lost wages and severe impairment to her career and future career opportunities and earnings capacity.

550. Plaintiff is entitled to compensation for lost wages including front and back pay, punitive damages, emotional distress damages, and attorney's fees and costs as a result of Defendants' discriminatory actions based on gender.

551. Sexual harassment and discrimination claims are not subject to mandatory arbitration provisions.

**Count IX: Hostile Work Environment Based on Sex in Violation of Title VII**

552. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

553. Due to the hostile actions, insults, unequal criticism, and unequal with the Plaintiff set forth in more detail hereinabove, Defendants created a workplace that was so permeated with sexual intimidation and harassment that was sufficiently severe and pervasive that it altered the conditions of Plaintiff's employment and interfered with Plaintiff's ability to do her job.

554. There is a specific basis to impute the conduct by the agents of Defendants that created the sexually hostile environment for the Plaintiff to Defendants in this case.

555. Mr. Aggarwal was Plaintiff's supervisor when he engaged in hostile sexually harassing

conduct. The ongoing failure of agents to report claims and management's decision to only address harassing behavior when convenient and not when reported further aggravated the situation. This all occurred during an unremitting and continuous backdrop where men were promoted, supported, and praised and while women were instead insulted. The final straw was when Plaintiff was subjected to another harassing manager, Mr. Tafaro, who continued the pattern of further discriminatory treatment and ultimately terminate her on a pretense. All actors were Defendants' agents, servants, and employees at all times described hereinabove while acting within the scope of their employment. Defendants are directly liable for the damages caused to the Plaintiff by their agents' inappropriate comments and sexual discrimination used in managing the Plaintiff.

556. The inappropriate sexual harassment and comments which created the sexually hostile work environment for the Plaintiff, and which is attributable to Defendants was a violation of Title VII.

557. The sexually hostile work environment that changed the Plaintiff's working conditions caused the Plaintiff to suffer severe emotional distress and mental anguish for which she has sought and is likely to continue to require medical treatment.

558. The acts described herein occurred as part of a continuing pattern of harassing and discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed an administrative charge with the Connecticut Commission on Human Rights and Opportunities and the Equal Employment Opportunity Commission.

559. Defendants' harassing and discriminatory conduct constitutes a continuing violation under Title VII, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

560. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

561. As a direct and proximate result of Defendants' ongoing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

562. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

**COUNT X: Gender-Based Harassment/Hostile Work Environment in Violation of NYSHRL Executive Law § 296(1)(h)**

563. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

564. Plaintiff was subjected to unwelcome and offensive conduct based on her gender, including but not limited to derogatory comments, demeaning behavior, and blatant discriminatory and deferential treatment.

565. The conduct was severe or pervasive enough to create a hostile or abusive work environment under the standards of the NYSHRL.

566. Defendant knew or should have known of the harassment and failed to take appropriate remedial action in timely fashion.

567. Defendant's conduct constitutes unlawful gender-based harassment in violation of Executive Law § 296(1)(h).

568. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

569. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

570. The acts described herein occurred as part of a continuing pattern of harassing and discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed administrative charges.

571. Defendants' harassing and discriminatory conduct constitutes a continuing violation under NYSHRL Executive Law § 296(1)(h) and other relevant statutes, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

572. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

573. As a result, Plaintiff has suffered and continues to suffer damages, including emotional distress and economic loss.

**COUNT XI: Hostile Work Environment Based on Sex in Violation of CFEPA**

574. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

575. Due to the hostile actions, insults, unequal criticism, and unequal with the Plaintiff set forth in more detail hereinabove, Defendants created a workplace that was so permeated with sexual intimidation and harassment that was sufficiently severe and pervasive that it altered the conditions of the Plaintiff's employment and interfered with Plaintiff's ability to do her job.

576. There is a specific basis to impute the conduct by the agents of Defendants that created

the sexually hostile environment for the Plaintiff to Defendants in this case.

577. Mr. Aggarwal was Plaintiff's supervisor when he engaged in hostile sexually harassing conduct. The ongoing failure of agents to report claims and management's decision to only address harassing behavior when convenient and not when reported further aggravated the situation. This all occurred during an unremitting and continuous backdrop where men were promoted, supported, and praised and while women were instead insulted. The final straw was when Plaintiff was subjected to another harassing manager, Mr. Tafaro, who continued the pattern of further discriminatory treatment and ultimately terminate her on a pretense. All actors were Defendants' agents, servants, and employees at all times described hereinabove while acting within the scope of their employment. Defendants are directly liable for the damages caused to the Plaintiff by their agents inappropriate comments and sexual discrimination used in managing the Plaintiff.

578. The inappropriate sexual harassment and comments which created the sexually hostile work environment for the Plaintiff and which is attributable to Defendants was a violation of Title CFEPA.

579. The sexually hostile work environment that changed the Plaintiff's working conditions caused the Plaintiff to suffer severe emotional distress and mental anguish for which she has sought and is likely to continue to require medical treatment.

580. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed an administrative charge with the Connecticut Commission on Human Rights and Opportunities and the Equal Employment Opportunity Commission.

581. Defendants' harassing and discriminatory conduct constitutes a continuing violation

under CFEPA, as the harassing and discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

582. At least one act in furtherance of this harassing and discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the CHRO, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

583. As a direct and proximate result of Defendants' ongoing harassing discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

584. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's protected rights.

**COUNT XII: Discrimination Based on Disability in Violation of the ADA**

585. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

586. Plaintiff is and was regarded as being disabled by Defendant.

587. Defendants are covered by the ADA and are subject to its mandates.

588. At all relevant times the Plaintiff was qualified to perform the essential functions of her job, with or without reasonable accommodation.

589. At all relevant times, the Plaintiff performed at or above the standards required for her position.

590. Plaintiff suffered adverse employment action because of her disability or perceived disability including abuse and termination.

591. Plaintiff notified Defendants of her need for accommodations due to her disability. Plaintiff's sought accommodations were approved by Defendant. However, Defendants continued to subject Plaintiff to behavior and treatment in violation of the sought accommodation, and subsequently she was terminated.

592. Agents of Defendants, including but not limited to, Mr. Aggarwal, Mr. Spahn and Mr. Tafaro specifically ridiculed Plaintiff for her disability and related accommodations.

593. Agents of Defendants, including but not limited to, Mr. Aggarwal, Mr. Spahn and Mr. Tafaro, specifically targeted and harassed Plaintiff because of her disability.

594. Agents of Defendants, including but not limited to, Mr. Aggarwal, Ms. Kuhn, Mr. Spahn, and Mr. Tafaro, gave individuals without Plaintiff's disability preferential treatment.

595. The adverse employment action taken against Plaintiff as described herein above was substantially motivated by the discriminatory animus of Defendants, by and through their employees, based on Plaintiff's disability.

596. Defendants cannot provide a legitimate, non-discriminatory reason for these adverse actions taken against the Plaintiff. Any excuse proffered by Defendants is not legitimate and is merely a pretext for discrimination based on the Plaintiff's disability.

597. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed an administrative charge with the Connecticut Commission on Human Rights and Opportunities and the Equal Employment Opportunity Commission.

598. Defendants' discriminatory conduct constitutes a continuing violation under the ADA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

599. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the CHRO and/or EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

600. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

601. As a result of Defendants' conduct, Plaintiff has suffered and will continue to suffer damages and losses including, but not limited to, reputational harm, lost wages, lost employment benefits, emotional distress, and Plaintiff has incurred and will continue to incur attorney's fees, expenses, and costs.

**COUNT XIII: Discrimination Based on Disability in Violation of CFEPA**

602. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

603. Plaintiff is and was regarded as being disabled by Defendant.

604. Defendants is covered by the CFEPA and is subject to its mandates.

605. At all relevant times the Plaintiff was qualified to perform the essential functions of her job, with or without reasonable accommodation.

606. At all relevant times, the Plaintiff performed at or above the standards required for her work in her role as an account manager.

607. Plaintiff suffered adverse employment action because of her disability or perceived disability including abuse and termination.

608. Plaintiff notified Defendants of her need for accommodations due to her disability.

Plaintiff's sought accommodations were approved by Defendant. However, Defendants continued to subject Plaintiff to behavior and treatment in violation of the sought accommodation, and subsequently she was terminated.

609. Agents of Defendants, including but not limited to, Mr. Aggarwal, Mr. Spahn and Mr. Tafaro specifically ridiculed Plaintiff for her disability and related accommodations.

610. Agents of Defendants, including but not limited to, Mr. Aggarwal, Mr. Spahn and Mr. Tafaro, specifically targeted and harassed Plaintiff because of her disability.

611. Agents of Defendants, including but not limited to, Mr. Aggarwal, Ms. Kuhn, Mr. Spahn, and Mr. Tafaro, gave individuals without Plaintiff's disability preferential treatment.

612. The adverse employment action taken against Plaintiff as described herein above were substantially motivated by the discriminatory animus of Defendants, by and through their employees, based on Plaintiff's disability.

613. Defendants cannot provide a legitimate, non-discriminatory reason for these adverse action taken against the Plaintiff. Any excuse proffered by Defendants is not legitimate and is merely a pretext for discrimination based on the Plaintiff's disability.

614. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed an administrative charge with the Connecticut Commission on Human Rights and Opportunities and the Equal Employment Opportunity Commission.

615. Defendants' discriminatory conduct constitutes a continuing violation under CFEPA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

616. At least one act in furtherance of this discriminatory pattern occurred within the statutory

period prior to the filing of Plaintiff's charge of discrimination with the CHRO and/or EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

617. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's protected rights.

618. As a result of Defendants' conduct, Plaintiff has suffered and will continue to suffer damages and losses including, but not limited to, reputational harm, lost wages, lost employment benefits, emotional distress, and Plaintiff has incurred and will continue to incur attorney's fees, expenses, and costs.

**COUNT XIV: Disability Discrimination in Violation of the NYSHRL**  
**Executive Law § 296(1)(a)**

619. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

620. At all relevant times, Plaintiff was an employee within the meaning of the New York State Human Rights Law (Executive Law § 292(6)).

621. Plaintiff has a disability as defined by the New York State Human Rights Law (Executive Law § 292(21)).

622. Defendant is an employer within the meaning of the New York State Human Rights Law (Executive Law § 292(5)).

623. Defendant unlawfully discriminated against Plaintiff on the basis of disability by, inter alia, subjecting Plaintiff to adverse employment actions including but not limited to disparate treatment, harassment, and ultimately termination. Defendant's conduct constitutes unlawful discrimination on the basis of disability in violation of Executive Law § 296(1)(a).

624. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

625. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

626. As a direct and proximate result of Defendant's discriminatory conduct, Plaintiff has suffered and continues to suffer economic loss, emotional distress, and other compensable and non-compensable damages.

627. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

628. At all relevant times, Plaintiff was an "employee" and Defendant was an "employer" within the meaning of N.Y.C. Admin. Code § 8-102.

629. Plaintiff is a person with a disability as defined by N.Y.C. Admin. Code § 8-102(16), which broadly includes any physical, medical, mental, or psychological impairment.

630. Defendant discriminated against Plaintiff on the basis of disability by subjecting her to adverse employment actions, including but not limited to disparate treatment, denial of opportunities, and termination.

631. Defendant's actions were neither justified by any legitimate business necessity nor reasonably related to the operation of Defendant's business.

632. Defendant's conduct constitutes unlawful discrimination based on disability in violation of N.Y.C. Admin. Code § 8-107(1)(a).

633. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed administrative charges.

634. Defendants' discriminatory conduct constitutes a continuing violation under the NYSHRL and other similar statutes, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

635. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's administrative charge of discrimination, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

636. As a result of Defendant's unlawful conduct, Plaintiff has suffered and continues to suffer damages, including economic losses, emotional distress, and other compensable harm.

**COUNT XV: Illegal Retaliation in Violation of Title VII**

637. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

638. Plaintiff engaged in an activity protected under Title VII when she complained about the discrimination and harassment she was experiencing at Defendants based on her sex.

639. Defendants, acting at all times described above by and through their senior management, was aware of Plaintiff's complaints and was provided with substantial notice of them.

640. Defendants retaliated and took adverse action against Plaintiff when it denied her opportunities and terminated her employment while instead giving those to other employees as described hereinabove.

641. Defendants further retaliated against the Plaintiff for her history of protected complaints of discrimination and harassment by terminating her for self-serving and dishonest reasons intended to cover up the unlawful retaliatory nature of the Plaintiff's termination.

642. A causal connection exists between Defendants' adverse retaliatory actions against the Plaintiff and the protected activity of reporting discrimination including through temporal proximity between the adverse actions and the protected activity and in the circumstances which reveal the retaliatory animus by Defendants' agents.

643. Defendants cannot and has not offered a legitimate non-discriminatory reason for the adverse actions taken against Plaintiff. Plaintiff was an extremely high-performing employee, and any proffered explanation by Defendants for such adverse actions is a pretext for unlawful retaliation.

644. Defendants' retaliatory actions as described hereinabove constitute a violation of Title VII.

645. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed administrative charges.

646. Defendants' discriminatory conduct constitutes a continuing violation under Title VII, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

647. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

648. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

649. The retaliation by Defendants is the direct and proximate caused the Plaintiff to suffer losses and damages including loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

**COUNT XVI: Retaliation in Violation of New York State Human Rights Law  
Executive Law § 296(7) and § 296(1)(e)**

650. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

651. At all relevant times, Defendant was and is an “employer” within the meaning of the New York State Human Rights Law, Executive Law § 292(5).

652. Plaintiff was an “employee” of Defendant within the meaning of Executive Law § 292(6).

653. Plaintiff engaged in protected activity under the NYSHRL by making good-faith complaints of sexual harassment and/or disability discrimination to Defendant and/or to appropriate supervisory personnel.

654. The Plaintiff’s travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

655. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

656. Specifically, Plaintiff complained to managers and HR about gender and disability as early as 2019, at that time by and continued with her complaints through 2024 at that later time with complaints from Mr. Tafaro and his discriminatory and harassing conduct. There was a consistent pattern of complaints this entire time.

657. New York courts recognizes the continuing violations doctrine in situations the Plaintiff has alleged as a matter of law.

658. Following Plaintiff's protected activity, Defendants agents routinely took adverse employment actions against Plaintiff, including but not limited to given poorer assignments, increased harassment, performance improvement plans, increased scrutiny, and termination.

659. The adverse actions taken against Plaintiff were causally connected to Plaintiff's complaints of unlawful discrimination and harassment and were intended to retaliate against Plaintiff for engaging in protected activity under the NYSHRL.

660. Defendants' retaliatory course of conduct violates Executive Law § 296(7), which prohibits retaliation against any individual who has opposed practices forbidden under the NYSHRL or who has filed a complaint or opposed discriminatory practices.

661. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff has suffered and continues to suffer economic loss, emotional distress, damage to professional reputation, and other non-economic damages.

662. Defendants' actions were willful, wanton, and/or undertaken with reckless disregard for Plaintiff's rights under the NYSHRL, entitling Plaintiff to an award of punitive damages.

663. In addition to the continuing complaints which resulted in a longstanding pattern of retaliation, Plaintiff also engaged in protected activity under the NYSHRL in discrete instances, such as by requesting reasonable accommodation and opposing discriminatory conduct.

664. Defendants retaliated against Plaintiff for engaging in protected activity by subjecting her to adverse employment actions, including but not limited to increased scrutiny, unfavorable account assignment, and termination.

665. Defendants' conduct constitutes unlawful retaliation in violation of Executive Law § 296(1)(e).

666. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has suffered and continues to suffer damages including lost wages, lost benefits, reputational harm, and emotional distress.

**COUNT XVII: Illegal Retaliation in Violation of the CFEPA**

667. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

668. Plaintiff engaged in an activity protected under CFEPA when she complained about the discrimination and harassment she was experiencing at Defendants based on her sex, age, and/or her disability.

669. Defendants, acting at all times described above by and through their agents were aware of Plaintiff's complaints and was provided with substantial notice of them.

670. Defendants were always aware of Plaintiff's gender.

671. Defendants were always aware of Plaintiff's age.

672. Defendants were always aware of Plaintiff's disability.

673. Defendants, were aware of Plaintiff's disability when they took retaliatory actions against her.

674. Defendants retaliated and took adverse action against Plaintiff when it penalized her for making complaints about discrimination and harassment by, giving her less preferred assignment, increasing the discriminatory and harassing conduct, and giving preference to other younger and/or male and/or non-disabled employees as described hereinabove.

675. Defendants further retaliated against the Plaintiff for her protected complaints of discrimination and harassment by terminating her for absurd and arbitrary reasons intended to cover up the unlawful retaliatory nature of the Plaintiff's termination.

676. A causal connection exists between Defendants' adverse retaliatory actions against the Plaintiff and the protected activity of reporting discrimination including through temporal proximity between the adverse actions and the protected activity and in the circumstances which reveal the retaliatory animus by Defendants' agents such as Mr. Aggarwal and Mr. Tafaro.

677. Defendants cannot and have not offered a legitimate non-discriminatory reason for the adverse actions taken against Plaintiff. Plaintiff was an extremely high-performing employee, and any proffered explanation by Defendants for such adverse actions is a pretext for unlawful retaliation.

678. Defendants' retaliatory actions as described hereinabove constitute a violation of CFEPA.

679. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed an administrative charge with the Connecticut Commission on Human Rights and Opportunities.

680. Defendants' discriminatory conduct constitutes a continuing violation under CFEPA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

681. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the CHRO, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

682. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's protected rights.

683. The retaliation by Defendants is a direct and proximate cause of Plaintiff having suffered and continuing to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

**COUNT XVIII: Retaliation in Violation of NYCHRL Admin. Code § 8-107(7)**

684. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

685. Plaintiff engaged in protected activity under the NYCHRL by opposing and/or complaining about discriminatory and harassing conduct.

686. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

687. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

688. Defendant retaliated against Plaintiff by taking adverse actions against her including but not limited to discipline, demotion, ostracization, and termination.

689. Under the NYCHRL, retaliatory acts are prohibited if they would deter a reasonable person from engaging in protected activity, even if no underlying discrimination is ultimately proven.

690. Defendant's conduct constitutes unlawful retaliation in violation of Admin. Code § 8-107(7).

691. As a result, Plaintiff has suffered damages including economic losses, reputational harm,

and physical, mental and emotional injuries.

**COUNT XIX: Illegal Retaliation in Violation of the ADA**

692. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

693. Plaintiff engaged in an activity protected under the ADA when she complained about the discrimination and harassment she was experiencing at Defendants based on her disability.

694. Defendants, acting at all times described above by and through their agents,, were aware of Plaintiff's complaints and was provided with substantial notice of them.

695. Defendants, were aware of Plaintiff's disability when they took retaliatory actions against her.

696. Defendants retaliated and took adverse action against Plaintiff when it penalized her for raising complaints by denying her preferred assignment, increasing the harassing behavior, placing her on a PIP, and giving preference to other non-disabled employees as described hereinabove.

697. Defendants further retaliated against the Plaintiff for her protected complaints of discrimination and harassment by terminating her for absurd and arbitrary reasons intended to cover up the unlawful retaliatory nature of the Plaintiff's termination.

698. A causal connection exists between Defendants' adverse retaliatory actions against the Plaintiff and the protected activity of reporting discrimination including through temporal proximity between the adverse actions and the protected activity and in the circumstances which reveal the retaliatory animus by Defendants' agents such as Mr. Aggarwal and Mr. Tafaro.

699. Defendants cannot and has not offered a legitimate non-discriminatory reason for the adverse actions taken against Plaintiff. Plaintiff was an extremely high-performing employee, and any proffered explanation by Defendants for such adverse actions is a pretext for unlawful retaliation.

700. Defendants' retaliatory actions as described hereinabove constitute a violation of the ADA.

701. The acts described herein occurred as part of a continuing pattern of discriminatory conduct that began outside the applicable statutory filing period but continued through the time Plaintiff filed an administrative charge with the Equal Employment Opportunity Commission.

702. Defendants' discriminatory conduct constitutes a continuing violation under the ADA, as the discriminatory actions were not isolated or discrete but rather were ongoing and part of a systematic and continuous policy and practice of discrimination.

703. At least one act in furtherance of this discriminatory pattern occurred within the statutory period prior to the filing of Plaintiff's charge of discrimination with the EEOC, thereby rendering all related conduct timely and actionable under the continuing violations doctrine.

704. Defendants' actions were willful, malicious, and/or conducted with reckless indifference to Plaintiff's federally protected rights.

705. As a direct and proximate result of Defendants' ongoing retaliatory and discriminatory practices, Plaintiff has suffered and continues to suffer loss of income, emotional distress, humiliation, loss of professional reputation, and other damages.

**COUNT XX: Whistleblower Retaliation in Violation of New York Labor Law § 740**

706. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

707. At all relevant times, Defendants were and are an “employer” within the meaning of New York Labor Law § 740.

708. Plaintiff was an “employee” within the meaning of the same statute.

709. The Plaintiff’s travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced.

710. Plaintiff was targeted by individuals within New York and experienced the effects of discrimination and harassment within New York as well as Connecticut.

711. Plaintiff disclosed or threatened to disclose, to a supervisor and to human resources, conduct by Defendants’ agents that Plaintiff reasonably believed constituted (1) a violation of a law, rule, or regulation, or (2) a substantial and specific danger to public health or safety.

712. Plaintiff’s disclosures of unlawful, discriminatory, and harassing conduct of other employees were made in good faith and were based on a reasonable belief that such violations or dangers occurred.

713. Additionally, after the Plaintiff experienced long term harassment in response to making complaints about gender discrimination and was pressured into give improper evidence regarding a different manager.

714. Plaintiff was then retaliated against for refusal to participate in said activity that Plaintiff reasonably believed would be unethical and violative of possible laws and regulations..

715. Defendants knew of Plaintiff’s protected disclosures and objections and subsequently subjected Plaintiff to adverse employment actions, including but not limited to harassment, poor assignments, discipline and termination.

716. These adverse actions were retaliatory and a direct result of Plaintiff's protected whistleblower activity.

717. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages, including lost wages, emotional distress, reputational harm, and other compensable injuries.

718. Defendants' actions were willful and malicious, entitling Plaintiff to punitive damages under Labor Law § 740(4)(d).

**COUNT XXI: Whistleblower Retaliation Pursuant to Conn. Gen. Stat. § 31-51q**

719. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

720. Defendant is an employer within the meaning of Conn. Gen. Stat. § 31-51q.

721. On May 19, 2021, Plaintiff made her first complaints of discrimination and harassment against her as an older woman and as a disabled person. The complaints were heard by her managers and HR.

722. On multiple occasions, Plaintiff engaged in protected activity by raising such complaints.

723. Defendants were aware of Plaintiff's history as a victim of discriminatory treatment as far back as 2019.

724. Plaintiff exercised rights protected by the First Amendment to the United States Constitution and/or Article First, §§ 3, 4, and/or 14 of the Connecticut Constitution by expressing concerns to Defendants' management about the discriminatory and harassing conduct she was experiencing, including but not limited to conduct based on her gender and disability.

725. Plaintiff's complaints regarding the proposed unlawful activity were protected speech

pursuant to Connecticut General Statute § 31-51q.

726. Plaintiff's complaints are causally linked to Plaintiff's termination in that Defendants terminated Plaintiff's employment after her complaints were made.

727. The protected speech contained in Plaintiff's complaints did not interfere with the central purposes of the employment relationship because the protected speech was based on those very purposes.

728. Following her complaints, Defendant retaliated against Plaintiff by subjecting her to adverse employment actions, including but not limited to: increased scrutiny, provision of worse accounts, denial of opportunities for advancement, and ultimately, termination of her employment.

729. These actions were not isolated events but rather constituted a continuing course of conduct that was retaliatory in nature and aimed at punishing the Plaintiff for exercising their constitutionally protected rights.

730. At least one of the retaliatory acts occurred within the applicable statute of limitations period for this action making Defendants liable for all acts under the continuing violations doctrine.

731. As a direct and proximate result of Defendant's unlawful conduct in violation of Conn. Gen. Stat. § 31-51q, Plaintiff has suffered damages including loss of income and benefits, emotional distress, reputational harm, and other consequential and compensatory damages.

732. As a result of Plaintiff's termination for protected speech, she suffered losses and damages as a result of lost wages, benefits, and incentives.

733. Plaintiff is entitled to punitive damages and reasonable attorney's fees and costs as a result of Defendants' unlawful retaliation.

734. Defendants must be held liable on this Count.

**COUNT XXII: Failure to Provide Reasonable Accommodation in Violation of the NYSHRL Executive Law § 296(3)**

735. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

736. Plaintiff was a qualified individual with a disability and capable of performing the essential functions of her job with or without reasonable accommodation.

737. Plaintiff made a reasonable and good faith request for accommodations due to her disability.

738. Defendants failed to engage in a good faith interactive process and refused to provide reasonable accommodations for Plaintiff's known disability.

739. Defendants' failure to accommodate Plaintiff's disability constitutes a violation of the New York State Human Rights Law, Executive Law § 296(3).

740. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced and was central aspect to the lack of accommodation she experienced.

741. As a result of Defendants' unlawful failure to accommodate, Plaintiff has suffered economic loss, emotional distress, and other damages.

**COUNT XXIII: Failure to Provide Reasonable Accommodation in Violation of the NYCHRL N.Y.C. Admin. Code § 8-107(15)**

742. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

743. Plaintiff requested a reasonable accommodation for her disability, of which Defendant was aware or should have been aware.

744. On multiple occasions, Defendant failed to engage in a cooperative dialogue with Plaintiff as required by N.Y.C. Admin. Code § 8-107(28), and this resulted in a failure in the provision of consistent reasonable accommodation.

745. The Plaintiff's travel into New York as part of her work was an essential component of the discrimination and harassing conduct that she experienced and was central aspect to the lack of accommodation she experienced.

746. Defendant's failure to provide consistent reasonable accommodations, and its failure to participate in the interactive process, violated N.Y.C. Admin. Code § 8-107(15) and § 8-107(28).

747. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff suffered damages including emotional distress, economic loss, and other compensable injuries.

**COUNT XXIV: Wrongful Termination in Violation of Public Policy**  
**Conn. Gen. Stat. § 31-49**

748. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

749. Defendants cannot demonstrate poor performance because it has failed to document any history of poor performance during the period of Plaintiff's employment because there were no issues with poor performance. Plaintiff was at all times qualified to perform her job duties and was a highly successful employee.

750. The extreme and outrageous conduct of the agents of the Defendant and the emotional threatening of Plaintiff at work, violated public policy in the State of Connecticut in that Defendants failed to provide Plaintiff with a reasonably safe place to work and reasonably

competent supervisors and co-workers to work with as set forth in Conn. Gen. Stat. § 31-49. C.G.S. § 31-49 expresses a strong public policy that Connecticut employers must provide a reasonably safe work environment and reasonably competent co-workers and supervisors. This strong public policy as set forth in the above statute supports Plaintiff's common law cause of action for wrongful termination here.

751. Agents of Defendants created a hostile work environment due based on the discriminatory harassment of client's gender and age. Her report of this behavior was a protected activity that was retaliated against and used as a further basis of discrimination.

752. Agents of Defendants created a hostile work environment due based on the discriminatory harassment of client's disability. Her report of this behavior was a protected activity that was retaliated against and used as a further basis of discrimination. Further, she was openly attacked for her accommodation.

753. The abuse of Plaintiff over her accommodation in particular created incredibly dangerous situations that required the Plaintiff to risk physical harm in order to avoid differentiated treatment from her colleagues.

754. The physical, psychological, and emotional welfare of Plaintiff was put at risk by the reckless and wanton conduct of Defendants acting through her managers and directors in creating a physically and emotionally unsafe and perilous working environment for Plaintiff.

755. On January 6, 2025, Plaintiff was terminated by a former supervisor who provided only a pretense of grounds to terminate her.

756. The pretense justification provided for the termination by the agents of Defendants only further illustrates the discriminatory and harassing behavior.

757. As a result of Defendants' wrongful discharge, Plaintiff has suffered and will continue to

suffer damages and losses including, but not limited to, reputational harm, lost wages, lost employment benefits, emotional distress, and Plaintiff has incurred and will continue to incur attorney's fees, expenses, and costs.

**COUNT XXV: Retaliation in Violation of Section 31-57r of the Connecticut Paid Leave Act**

758. Plaintiff was employed by Defendant from October 2009 to January 6, 2025.

759. On or about December 5, 2024, Plaintiff provided Defendant with the required paperwork to request paid leave under the Connecticut Paid Leave Act (CTPL) for intermittent leave and accommodation for severe debilitating migraines.

760. Defendant terminated Plaintiff's employment on or about January 6, 2025, following Plaintiff's submission of paid leave paperwork and request.

761. Plaintiff's request for paid leave and the subsequent exercise of her rights under the CTPL were protected activities under Section 31-57r of the Connecticut General Statutes.

762. Defendant's termination of Plaintiff's employment on January 6, 2025, was directly related to Plaintiff's exercise of her protected rights under the CTPL.

763. Defendant's actions constitute retaliation against Plaintiff for asserting her rights under the Connecticut Paid Leave Act, in violation of Section 31-57r of the Connecticut General Statutes.

764. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered damages, including but not limited to lost wages, emotional distress, punitive damages, and other consequential damages.

**COUNT XXVI: Pretextual Termination in Violation of Section 31-57r of the Connecticut Paid Leave Act**

765. On or about December 5, 2024, Plaintiff provided Defendant with the required paperwork for paid leave under the Connecticut Paid Leave Act (CTPL) for intermittent leave and accommodation for severe debilitating migraines.

766. On or about January 6, 2025, Defendant terminated Plaintiff's employment and provided a pretextual reason for the termination, namely being terminated by a former manager for an expired PIP which had been created as a means to retaliate against her for complaining of discrimination.

767. Plaintiff alleges that the reason provided by Defendant for the termination is pretextual and not the true reason for Plaintiff's discharge.

768. The true reason for Plaintiff's termination was her exercise of rights under the Connecticut Paid Leave Act, specifically her request for and use of paid leave.

769. Defendant's termination of Plaintiff's employment was in retaliation for her exercise of a protected activity under the Connecticut Paid Leave Act, in violation of Section 31-57r of the Connecticut General Statutes.

770. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered damages, including but not limited to lost wages, emotional distress, punitive damages, and other consequential damages.

**COUNT XXVII: Retaliation in Violation of the Family and Medical Leave Act**  
**29 U.S.C. § 2615(a)(2)**

771. At all relevant times, Defendant employed 50 or more employees within a 75-mile radius of Plaintiff's worksite and was an employer as defined by the Family and Medical Leave Act (FMLA), 29 U.S.C. § 2611(4).

772. At all relevant times, Plaintiff was an eligible employee under the FMLA, having worked for Defendant for at least 12 months and having worked at least 1,250 hours in the 12 months preceding the leave request.

773. On or about December 5, 2024, Plaintiff submitted paperwork to Defendant requesting FMLA leave for a qualifying reason under 29 U.S.C. § 2612(a)(1), specifically worsening of a serious migraine condition.

774. Plaintiff's submission of FMLA paperwork and request for leave constituted the exercise of protected rights under the FMLA.

775. On or about January 6, 2025, approximately one month after requesting FMLA leave, Defendant terminated Plaintiff's employment under a pretextual reason unrelated to performance or conduct.

776. Defendant's stated reason for termination was false and pretextual, and the true reason for Plaintiff's termination was in retaliation for her attempt to exercise rights under the FMLA.

777. Defendant's actions violate 29 U.S.C. § 2615(a)(2), which prohibits employers from discharging or in any other manner discriminating against any individual for opposing any practice made unlawful by the FMLA.

778. As a direct and proximate result of Defendant's unlawful retaliation, Plaintiff has suffered economic damages, including lost wages, lost benefits, emotional distress, and other consequential damages.

779. Defendant's conduct was willful, thereby entitling Plaintiff to liquidated damages under 29 U.S.C. § 2617(a)(1)(A)(iii).

**Count XXVIII: Negligent Infliction of Emotional Distress**

780. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

781. As set forth in detail hereinabove, the Defendants' conduct towards the Plaintiff created an unreasonable risk of causing the Plaintiff emotional distress and did in fact cause such distress.

782. The Plaintiff's distress was foreseeable by the Defendants, and the emotional distress was severe enough that it might result in illness or bodily harm to the Plaintiff.

783. The Defendants' conduct as set forth above was the cause of the Plaintiff's distress. In summary, such conduct was years of a pattern of harassment and discriminatory treatment combined with ongoing retaliation.

784. Extreme distress was caused by the Defendants in the course of their discriminatory treatment and ultimate termination of the Plaintiff.

785. Defendants' conduct in terminating the Plaintiff as retaliation for reporting discriminatory outrageous and attempting to work with reasonable accommodation resulted in further undue emotional distress.

786. The Defendants had a duty of ordinary care in the way they conducted handling of employee complaints, accommodating employee disabilities, and termination of employees such as the Plaintiff. This duty was based on the employee employer relationship.

787. The Defendants engaged in a continuing course of conduct that it knew or should have known would cause the Plaintiff emotional distress.

788. The Defendants breached their duty of ordinary care in their misconduct towards the Plaintiff in the course of its abuse and ultimate termination of her employment as aforesaid.

789. The Defendants' ongoing misconduct included, but was not limited to, creating and maintaining a hostile or toxic work environment; failing to remedy known harassment or retaliation; subjecting the Plaintiff to unwarranted scrutiny and discipline; failing to intervene or protect Plaintiff from ongoing mistreatment; failing to administer Plaintiff's necessary disability accommodation; retaliating against Plaintiff's lawful rights to leave and accommodation.

790. This conduct was unreasonable under the circumstances and created an environment in which it was reasonably foreseeable that the Plaintiff would suffer emotional distress.

791. The Defendant's actions were not isolated incidents but rather part of a continuous, interrelated pattern of negligent behavior that persisted over time and culminated in Plaintiff's mental breakdown and employment termination.

792. At least one act of the Defendants' negligent conduct occurred within the applicable statute of limitations for this action.

793. Because the Defendants' conduct constituted a continuing course of negligent behavior, the Plaintiff is entitled to recover for the entirety of the harm caused, including conduct that occurred outside the limitations period, under the continuing violations doctrine.

794. As a direct result of the Defendants' negligent and careless actions as aforesaid, the Plaintiff suffered emotional distress including depression, anxiety, loss of sleep, mental anguish, and loss of life's enjoyments, all to her loss and damage.

795. Further, as a direct result of the Defendants' negligent and careless actions as aforesaid Plaintiff experienced stroke, bleeding, excruciating pain, blindness, danger to her life, and hospitalization.

796. All of these damages are medically well documented and causally connected to the negligent infliction of emotional distress.

797. As a further direct result of the Defendants' negligent and careless actions as aforesaid, the Plaintiff was caused to incur medical expenses, including surgeries, and is likely to continue to require medical treatment and expenses, all to her loss and damage.

**Count XXIX: Intentional Infliction of Emotional Distress**

798. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

799. The actions of Defendants as set forth above, including the acts of discrimination including without limitation being subjected unequal treatment, psychological abuse, lack of support, harassment, retaliation, and ultimately, termination.

800. In taking the above-described actions against Plaintiff, Defendants intended to inflict emotional distress, or it knew or should have known that emotional distress was the likely result of its conduct.

801. At all times relevant hereto, the Defendants, through their agents, officers, supervisors, and/or employees, engaged in extreme and outrageous conduct toward the Plaintiff.

802. The emotional distress sustained by Plaintiff was severe and pervasive.

803. This conduct was extreme and outrageous, exceeding all bounds usually tolerated by decent society.

804. The Defendants' conduct was undertaken intentionally or with reckless disregard for the likelihood that it would cause the Plaintiff severe emotional distress.

805. The Defendants' actions were not isolated but instead constituted a continuing pattern of unlawful and tortious behavior, occurring regularly over a sustained period of time, and forming a single, unified scheme intended to intimidate, harass, and punish the Plaintiff.

806. At least one overt act of emotional abuse or harassment occurred within the applicable statute of limitations period for this claim.

807. As a direct and proximate result of the Defendants' conduct, the Plaintiff has suffered, and continues to suffer, severe emotional distress, including but not limited to anxiety, humiliation, loss of sleep, and damage to reputation and dignity.

808. Plaintiff is entitled to recover the full extent of the harm caused by the Defendants' ongoing tortious conduct, including acts occurring outside the limitations period, under the continuing violations doctrine.

809. As a direct result of the Defendants' negligent and careless actions as aforesaid, the Plaintiff suffered emotional distress including depression, anxiety, loss of sleep, mental anguish, and loss of life's enjoyments, all to her loss and damage.

810. Further, as a direct result of the Defendants' negligent and careless actions as aforesaid Plaintiff experienced stroke, bleeding, excruciating pain, temporary blindness, danger to her life, and hospitalization.

811. As a further direct result of the Defendants' negligent and careless actions as aforesaid, the Plaintiff was caused to incur medical expenses and is likely to continue to require medical treatment and expenses, all to her loss and damage.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff hereby requests the following relief:

A. Award of compensatory money damages for lost incentives, benefits, wages, and earnings, medical expenses, emotional distress, mental anguish, reputational harm, loss of enjoyment of life;

- B. Award of punitive damages for reckless, willful, or malicious conduct;
- C. Award of liquidated damages (i.e. FMLA retaliation and willful violations of the ADEA)
- D. Award attorneys' fees and costs pursuant to state and federal statutes herein;
- E. Award Expert witness fees and other litigation costs pursuant to state and federal statutes herein;
- F. Award pre-judgement interest;
- G. Award post-judgement interest;
- H. Award of consequential damages for foreseeable secondary losses;
- I. Award Reinstatement to her former position;
- J. Award of future earnings where reinstatement is not practical;
- K. Award of backpay;
- L. Award nominal damages where appropriate;
- M. Award statutory damages where appropriate;
- N. A judicial declaration of the parties' rights;
- O. Award civil penalties in the form of further punitive damages;
- P. A neutral reference agreement;
- Q. Award such other relief in law or equity as this Court deems appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff respectfully requests a jury trial on all questions of fact raised by her Complaint.

Respectfully Submitted,

KATHLEEN MEEGHAN WALSH,  
PLAINTIFF

By: /s/ Mark P. Carey

Mark P. Carey (MC6798)  
Carey & Associates, P.C.  
71 Old Post Road, Suite One  
Southport, CT 06890  
(203) 255-4150 tel  
(203) 255-0380 fax  
mcarey@capclaw.com  
HER ATTORNEYS

## EXHIBIT A



## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

New York District Office  
33 Whitehall St, 5th Floor  
New York, NY 10004  
(929) 506-5270  
Website: [www.eeoc.gov](http://www.eeoc.gov)

### **DISMISSAL AND NOTICE OF RIGHTS**

(This Notice replaces EEOC FORMS 161, 161-A & 161-B)

Issued On: 06/02/2025

To: Mrs. Kathleen M. Walsh

8 Wood Lane  
Danbury, CT 06820

Charge No: 520-2025-04836

EEOC Representative and email: MELANIE DAVIS  
Office Automation Assistant  
[melanie.davis@eeoc.gov](mailto:melanie.davis@eeoc.gov)

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### **DISMISSAL OF CHARGE**

The EEOC has granted your request that the agency issue a Notice of Right to Sue, where it is unlikely that EEOC will be able to complete its investigation within 180 days from the date the charge was filed.

The EEOC is terminating its processing of this charge.

### **NOTICE OF YOUR RIGHT TO SUE**

This is official notice from the EEOC of the dismissal of your charge and of your right to sue. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice.** Receipt generally occurs on the date that you (or your representative) view this document. You should keep a record of the date you received this notice. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission,

Digitally Signed By: Arlean Nieto  
06/02/2025

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Arlean Nieto  
Acting District Director

**Cc:**

NA NA

300 W 57th St. Fl. 38

New York, NY 10019

Tyler J Balding Esq.

Carey and Associates PC

71 Old Post Rd Suite One

Southport, CT 06890

Please retain this notice for your records.

Enclosure with EEOC Notice of Closure and Rights (01/22)

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court **under Federal law**. If you also plan to sue claiming violations of State law, please be aware that time limits may be shorter and other provisions of State law may be different than those described below.)*

**IMPORTANT TIME LIMITS – 90 DAYS TO FILE A LAWSUIT**

If you choose to file a lawsuit against the respondent(s) named in the charge of discrimination, you must file a complaint in court **within 90 days of the date you receive this Notice**. Receipt generally means the date when you (or your representative) opened this email or mail. You should **keep a record of the date you received this notice**. Once this 90-day period has passed, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and the record of your receiving it (email or envelope).

If your lawsuit includes a claim under the Equal Pay Act (EPA), you must file your complaint in court within 2 years (3 years for willful violations) of the date you did not receive equal pay. This time limit for filing an EPA lawsuit is separate from the 90-day filing period under Title VII, the ADA, GINA, the ADEA, or the PWFAs referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA, the ADEA or the PWFAs, in addition to suing on the EPA claim, your lawsuit must be filed within 90 days of this Notice and within the 2- or 3-year EPA period.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Filing this Notice is not enough. For more information about filing a lawsuit, go to <https://www.eeoc.gov/employees/lawsuit.cfm>.

**ATTORNEY REPRESENTATION**

For information about locating an attorney to represent you, go to:  
<https://www.eeoc.gov/employees/lawsuit.cfm>.

In very limited circumstances, a U.S. District Court may appoint an attorney to represent individuals who demonstrate that they are financially unable to afford an attorney.

**HOW TO REQUEST YOUR CHARGE FILE AND 90-DAY TIME LIMIT FOR REQUESTS**

There are two ways to request a charge file: 1) a Freedom of Information Act (FOIA) request or 2) a "Section 83" request. You may request your charge file under either or both procedures. EEOC can generally respond to Section 83 requests more promptly than FOIA requests.

Since a lawsuit must be filed within 90 days of this notice, please submit your FOIA and/or Section 83 request for the charge file promptly to allow sufficient time for EEOC to respond and for your review.

**To make a FOIA request for your charge file**, submit your request online at <https://eeoc.arkcase.com/foia/portal/login> (this is the preferred method). You may also submit a FOIA request for your charge file by U.S. Mail by submitting a signed, written request identifying your request as a "FOIA Request" for Charge Number 520-2025-04836 to the

Enclosure with EEOC Notice of Closure and Rights (01/22)

District Director at Arlean Nieto, 33 Whitehall St 5th Floor, New York, NY 10004.

**To make a Section 83 request for your charge file**, submit a signed written request stating it is a "Section 83 Request" for Charge Number 520-2025-04836 to the District Director at Arlean Nieto, 33 Whitehall St 5th Floor, New York, NY 10004.

You may request the charge file up to 90 days after receiving this Notice of Right to Sue. After the 90 days have passed, you may request the charge file only if you have filed a lawsuit in court and provide a copy of the court complaint to EEOC.

For more information on submitting FOIA requests, go to <https://www.eeoc.gov/eeoc/foia/index.cfm>.

For more information on submitted Section 83 requests, go to <https://www.eeoc.gov/foia/section-83-disclosure-information-charge-files>.

### **NOTICE OF RIGHTS UNDER THE ADA AMENDMENTS ACT OF 2008 (ADAAA)**

The ADA was amended, effective January 1, 2009, to broaden the definitions of disability to make it easier for individuals to be covered under the ADA/ADAAA. A disability is still defined as (1) a physical or mental impairment that substantially limits one or more major life activities (actual disability); (2) a record of a substantially limiting impairment; or (3) being regarded as having a disability. *However, these terms are redefined, and it is easier to be covered under the new law.*

If you plan to retain an attorney to assist you with your ADA claim, we recommend that you share this information with your attorney and suggest that he or she consult the amended regulations and appendix, and other ADA related publications, available at: [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).

#### **“Actual” disability or a “record of” a disability**

If you are pursuing a failure to accommodate claim you must meet the standards for either “actual” or “record of” a disability:

- The limitations from the impairment no longer must be severe or significant** for the impairment to be considered substantially limiting.
- In addition to activities such as performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, thinking, concentrating, reading, bending, and communicating (more examples at 29 C.F.R. § 1630.2(i)), **“major life activities” now include the operation of major bodily functions**, such as: functions of the immune system, special sense organs and skin; normal cell growth; and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions; or the operation of an individual organ within a body system.
- Only one** major life activity need be substantially limited.
- Except for ordinary eyeglasses or contact lenses, the beneficial effects of **“mitigating measures”** (e.g., hearing aid, prosthesis, medication, therapy, behavioral modifications) **are not considered** in determining if the impairment substantially limits a major life activity.

Enclosure with EEOC Notice of Closure and Rights (01/22)

- An impairment that is “**episodic**” (e.g., epilepsy, depression, multiple sclerosis) or “**in remission**” (e.g., cancer) is a disability if it **would be substantially limiting when active**.
- An impairment **may be substantially limiting even though** it lasts or is expected to last **fewer than six months**.

### “Regarded as” coverage

An individual can meet the definition of disability if an **employment action was taken because of an actual or perceived impairment** (e.g., refusal to hire, demotion, placement on involuntary leave, termination, exclusion for failure to meet a qualification standard, harassment, or denial of any other term, condition, or privilege of employment).

- “Regarded as” coverage under the ADAAA no longer requires that an impairment be substantially limiting, or that the employer perceives the impairment to be substantially limiting.
- The employer has a defense against a “regarded as” claim only when the impairment at issue is objectively **both** transitory (lasting or expected to last six months or less) **and** minor.
- A person is not able to bring a failure to accommodate claim **if** the individual is covered only under the “regarded as” definition of “disability”.

***Note:** Although the amended ADA states that the definition of disability “shall be construed broadly” and “should not demand extensive analysis,” some courts require specificity in the complaint explaining how an impairment substantially limits a major life activity or what facts indicate the challenged employment action was because of the impairment. Beyond the initial pleading stage, some courts will require specific evidence to establish disability. For more information, consult the amended regulations and appendix, as well as explanatory publications, available at [http://www.eeoc.gov/laws/types/disability\\_regulations.cfm](http://www.eeoc.gov/laws/types/disability_regulations.cfm).*

## EXHIBIT B

**STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

Kathleen Meeghan Walsh

**COMPLAINANT**

vs.

CHRO No. 2520465

EEOC No. 523-2025-04836

Fitch Solutions, Inc.

**RESPONDENT**

**RELEASE OF JURISDICTION**

The Commission on Human Rights and Opportunities hereby releases its jurisdiction over the above-identified complaint. The Complainant is authorized to commence a civil action in accordance with CONN. GEN. STAT. § 46a-100 against the Respondent in the Superior Court for the judicial district in which the discriminatory practice is alleged to have occurred, in which the Respondent transacts business or in which the Complainant resides. If this action involves a state agency or official, it may be brought in the Superior Court for the judicial district of Hartford.

A copy of any civil action brought pursuant to this release must be served on the Commission at [ROJ@ct.gov](mailto:ROJ@ct.gov) or at 450 Columbus Blvd., Suite 2, Hartford, CT 06103 at the same time all other parties are served. Electronic service is preferred. **THE COMMISSION MUST BE SERVED BECAUSE IT HAS A RIGHT TO INTERVENE IN ANY ACTION BASED ON A RELEASE OF JURISDICTION PURSUANT TO CONN. GEN. STAT. § 46a-103.**

The Complainant must bring an action in Superior Court within 90 days of receipt of this release and within two years of the date of filing the complaint with the Commission unless circumstances tolling the statute of limitations are present.



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Tanya A. Hughes, Executive Director

**DATE:** July 15, 2025

Service:

**Complainant's Attorney:** Tyler Balding, Esq.  
(Via Email [-tbalding@capclaw.com](mailto:tbalding@capclaw.com))

**Respondent's Attorney:** Allison P. Dearington, Esq.  
([Allison.dearington@jacksonlewis.com](mailto:Allison.dearington@jacksonlewis.com))