

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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KIMBERLY SINNOTT,

Plaintiff,

COMPLAINT

- against -

RIDGEWOOD SAVINGS BANK and LEONARD
STEKOL,

PLAINTIFF DEMANDS A
TRIAL BY JURY

Defendants.

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Plaintiff Kimberly Sinnott (“Sinnott” or “Plaintiff”) by her attorneys, Vladeck, Raskin & Clark, P.C., complains of defendants Ridgewood Savings Bank (“Ridgewood Savings Bank,” the “Bank”) and Leonard Stekol (“Stekol”) (collectively, “Defendants”) as follows:

NATURE OF CLAIMS

1. Sinnott worked at Ridgewood Savings Bank for nearly her entire career. Sinnott joined the Bank in 2001 as a Teller, and the Bank promoted her several times. She fulfilled her job responsibilities exceptionally, competently, and commendably, and the Bank rewarded her with promotions, consistent raises, and merit-based bonuses.

2. On or about April 2012, the Bank began searching for a suitable candidate to succeed the Bank’s then Corporate Secretary Laura Camelo (“Camelo”). Camelo had been working for the Bank for approximately 30 years at that time. The Bank was concerned about business continuity since no one else was trained to fulfill the duties of the Corporate Secretary if Camelo retired or if she was absent for an extended period. The Bank began its search for Camelo’s successor internally but was willing to recruit externally if necessary. Sinnott applied for the opportunity along with several colleagues. Sinnott was pleased to learn that her experience and

stellar performance surpassed those of the other candidates, and the Bank selected her as Camelo's successor. Beginning in July 2012, Sinnott reported directly to Camelo, and by 2015, Camelo identified Sinnott as the only potential candidate for the Corporate Secretary position. Thereafter, Defendants groomed Sinnott for the Corporate Secretary position and assured her that if she stayed with the Bank, she would continue to have promotion opportunities, including, ultimately, the Corporate Secretary role.

3. Sinnott's career at the Bank progressed without incident until the former Chairman, President, and Chief Executive Officer ("CEO") Peter Boger ("Boger") retired at the end of 2017. The Bank replaced Boger with Stekol, a man, who repeatedly showed his bias against women, including Sinnott, in leadership positions. Stekol frequently commented about Sinnott's family plans and asked her personal questions about her life that he did not ask male employees.

4. In 2020, Camelo needed to take time off, work from home occasionally, and scale back her responsibilities. As a result, Defendants assigned Sinnott to handle many of Camelo's Corporate Secretary responsibilities. The transition was seamless. Sinnott proved that she could fulfill the Corporate Secretary's duties commendably, as outlined in the Bank's succession planning documents. Senior Management and the Board of Trustees' members praised Sinnott's performance.

5. Camelo retired from her Corporate Secretary role in July 2021. Stekol made it abundantly clear that he did not value Sinnott's hard work and that she had no future at the Bank. Despite Defendants repeated assurances that Sinnott would succeed Camelo as the Bank's Corporate Secretary, Defendants appointed Vice President James Jewett ("Jewett") as the new Corporate Secretary. Jewett is a man and has no experience performing Corporate Secretary work.

6. Sinnott raised complaints to Stekol about the Bank promoting Jewett after years of its assurances that she would assume the Corporate Secretary role. Stekol gave her a baseless reason for choosing Jewett. Stekol told her that he wanted someone in the Corporate Secretary position with legal experience. However, neither the former Corporate Secretary Camelo nor Jewett had any legal background.

7. Thereafter, Defendants took a series of discriminatory actions against Sinnott because of her gender designed to undermine her work and to marginalize her at the Bank. For example, Defendants applied biased performance standards in evaluating Sinnott's work, reduced her bonus, denied her a pay increase, failed to pay her for her work, excluded her from meetings, and subjected her to hostility.

8. Defendants' mistreatment took place over a year and caused Sinnott significant emotional distress. It became clear that the Bank did not value her contributions and did not want her working there. As a result, she had no choice but to leave the Bank in September 2022.

9. Plaintiff brings this action to remedy the Bank's discriminatory treatment. Specifically, Plaintiff brings this action to remedy violations of Title VII of the Civil Rights Act of 1964 ("Title VII"); New York State Human Rights Law, N.Y. Exec. Law § 296 et seq. (the "NYSHRL"); and the Administrative Code of the City of New York § 8-101 et seq. (the "NYCHRL").

JURISDICTION AND VENUE

10. This Court has jurisdiction over Plaintiff's Title VII claims under 28 U.S.C. § 1331 and 42 U.S.C. §2000e-5(f)(3).

11. Pursuant to 28 U.S.C. § 1367, this Court also has supplemental jurisdiction over Plaintiff's NYSHRL and NYCHRL claims because these claims closely relate to the Title VII claims, having arisen from a common nucleus of operative facts such that all claims form part of the same case or controversy.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), because Defendants regularly do business in New York, New York and the acts of discrimination and retaliation occurred within the Eastern District of New York.

13. Pursuant to Section 8-502(c) of the NYCHRL, Plaintiff will cause to be served a copy of the Complaint on the City of New York Commission on Human Rights and the Corporation Counsel of the City of New York.

14. Plaintiff filed a charge of discrimination and retaliation with the United States Equal Employment Opportunity Commission (the "EEOC") against Defendant on or about May 18, 2023. On June 18, 2024, the EEOC issued Plaintiff a notice of right to sue.

PARTIES

15. Plaintiff is a woman who was employed at the Bank from 2001 until September 2022.

16. On information and belief, Ridgewood Savings Bank is a mutual savings bank that operates principally out of Queens, New York.

17. Stekol is the Bank's current Chairman, President, and CEO.

FACTUAL ALLEGATIONS

The Bank and Its Male Leadership

18. Ridgewood Savings Bank is a mutual savings bank that offers, among other services, checking and savings accounts, residential and commercial mortgage loans, and other banking products and services.

19. The Bank is a member of the Federal Deposit Insurance Corporation (“FDIC”), an independent government agency that maintains stability and public confidence in the United States financial system.

20. The Bank’s main office is in Ridgewood, New York. The Bank operates approximately 35 branches across Queens, the Bronx, Brooklyn, Manhattan, Nassau County, Suffolk County, and Westchester County.

21. Throughout Sinnott’s employment at the Bank, there were few women in leadership positions and men made most, if not all, of the important decisions.

22. During her tenure, a Chairman, President, and CEO led the Bank. Throughout her employment, a man always held this position. When she joined the Bank in 2001, William A. McKenna Jr. was the Chairman, President, and CEO, followed by William C. McGarry in 2004; Boger in 2012; and then Stekol in 2018.

23. Ridgewood Savings Bank is internally governed by a Board of Trustees (the “Board”). The Board is responsible for ensuring that the Bank is managed responsibly and that the interests of the depositors, borrowers, and the community are protected from the Bank’s management. At the time of Sinnott’s separation from the Bank, the Board was comprised of 10 individuals, only one of whom is a woman. Boger and Stekol are members of the Board.

24. The Bank has seven executive positions that men largely occupy. Those positions include the Corporate Secretary; the Chief Lending Officer; the Chief Administrative Officer; the Chief Banking Officer; the Chief Financial Officer; the Senior Vice President of Human Resources; and the Executive Consultant. Men held six of these seven positions at the time of Sinnott's separation.

25. Over the past three years, three women who reported directly to Stekol retired from the Bank. The Bank did not formally replace two of the three women, including the Chief Technology Officer and the Chief Risk Officer. The Bank assigned their responsibilities, in part, to its then-new Chief Administrative Officer. A man has held this position since the Bank created it.

26. The Bank's Corporate Secretary reports directly to the Chairman, President, and CEO. The Corporate Secretary is responsible for, inter alia, managing materials for various board and executive committees; managing and directing the executive and corporate budget; and coordinating and managing external conferences for executive management and trustees.

27. Additionally, the Corporate Secretary is responsible for the Bank's official communications with various regulatory agencies, including, but not limited to, the FDIC, the New York State Department of Financial Services, and the Better Business Bureau.

28. When Sinnott joined the Bank in 2001, Kathleen Rallo was the Bank's Corporate Secretary. The Bank promoted Camelo to Corporate Secretary when Kathleen Rallo retired in 2004. As discussed above, Camelo retired in July 2021, and Defendants appointed Jewett, a man, as its new Corporate Secretary.

29. Several employees reported to Corporate Secretary Camelo, including the Assistant Corporate Secretary, the Executive Secretary, and the Office Assistant.

Sinnott's Successful Career at Ridgewood Savings Bank

30. Sinnott worked at Ridgewood Savings Bank for nearly her entire professional career. For most of her tenure at the Bank, she worked at its main office in Ridgewood, New York.

31. While working for the Bank, Sinnott received her Bachelor of Science degree in Organizational Management from St. Joseph's College. She also received a Master of Science degree in Human Resources Management from St. Joseph's College.

32. Sinnott joined the Bank in February 2001 as a Teller, and the Bank quickly cross-trained and promoted her to Savings Counselor. As a Teller and Savings Counselor, she was primarily responsible for assisting customers with transactions; providing product and service information; and gathering information for all internal and external customer transaction reports to assist the Bank's back-office departments with regulatory reporting.

33. Sinnott's performance at the Bank was stellar. The Bank frequently recognized her hard work and success. She consistently received praise from senior management, merit-based compensation, promotions, and strong performance review.

34. The Bank rewarded Sinnott with several promotions. For example:

- In or around January 2007, the Bank promoted Sinnott from Teller and Savings Counselor to Administrative Assistant of the Training Department;
- In or around July 2012, the Bank promoted Sinnott from Administrative Assistant to Senior Secretary;
- In or around January 2017, the Bank promoted Sinnott from Senior Secretary to Executive Secretary with partial managerial duties;
- In or around July 2019, the Bank promoted Sinnott from Executive Secretary to Executive Secretary and Manager; and
- In or around June 2020, the Bank promoted Sinnott from Executive Secretary and Manager to Assistant Corporate Secretary, a position she held until her

separation from the Bank in September 2022. The Assistant Corporate Secretary role was a position that the Bank created specifically for her. At the time, the Bank also elevated her to Officer level.

35. In addition to multiple promotions, the Bank recognized Sinnott's work by giving her several performance-based bonuses. Most recently, the Bank awarded Sinnott 7.74% of her annual salary in 2017; 7.56% in 2018; 7.94% in 2019; 11.23% in 2020; and 10.71% in 2021.¹

36. The Bank also increased Sinnott's salary on several occasions. For example, the Bank provided her with annual and semi-annual increases from 2012 to 2021. During that period, the Bank increased her salary from \$43,316 to \$87,000.

37. Sinnott also received positive performance evaluations, including:

- In January 2013, the Bank rated Sinnott overall performance as "above average";
- In January 2014, 2015, 2016, and 2017, the Bank rated Sinnott overall performance as "outstanding";
- In February 2018, the Bank issued Sinnott an overwhelmingly positive performance evaluation. For that year, the Bank changed the structure of its performance evaluations so there was no "overall" rating.

38. In 2018, the Bank changed its performance evaluation structure again. For each of the ten performance categories, the Bank rated its employees at 75% for meeting some expectations; 100% for meeting all expectations; 125% for exceeding expectations; and 150% for clearly exceeding expectations. Thereafter, the Bank issued Sinnott overwhelmingly positive performance evaluations. For 2018, 2019, and 2020 fiscal years, the Bank rated her at 100% to 125% in each category.

39. During her tenure with the Bank, Sinnott was actively involved in the Bank's community outreach program, which is known as the Spirit of Ridgewood. Sinnott was

¹ For each year that the Bank awarded Plaintiff a bonus, the bonus was paid in the following year.

one of the program's most active ambassadors. The Bank honored Sinnott with several awards for her commitment and dedication to numerous charitable causes. For example, in 2017, 2018, and 2019, the Bank awarded Sinnott the "Volunteerism Award" for volunteering over 20 hours of her personal time at charity events. The Bank also gave Sinnott the "Most Spirit of Ridgewood Award" in 2016 and 2018. This award recognized Sinnott's volunteering work for various charities.

Defendants Discriminate Against Sinnott

40. As discussed above, for most of her career, the Bank recognized Sinnott's hard work and success with promotions, bonuses, and salary increases. However, her circumstances changed in January 2018 when the Bank's then Chairman, President, and CEO Boger retired, and the Board appointed Executive Vice President Stekol as Boger's replacement.

41. At the outset, Stekol made his bias against women apparent.

42. Stekol asked Sinnott inappropriate questions suggesting his bias against single woman. In particular, he asked her about her marital and family status.

43. For example, in or around April 2022, Stekol commented that Sinnott had a big birthday that year and asked whether she was living in Queens with her mother and whether she was single.

44. On other occasions, Stekol made comments about Sinnott not wanting children. For example, on one occasion, Stekol stated "don't you want kids? Is there something wrong?" or words to that effect.

45. In contrast, Stekol repeatedly expressed his view that it was important for the Bank to "take care" of the male employees who had families.

The Corporate Secretary Position

46. As discussed above, Camelo was the Bank's Corporate Secretary from 2004 until July 2021, when she retired.

47. Each year during Sinnott's tenure, the Bank's executive employees, including the Corporate Secretary, completed a succession plan detailing who would assume their role if that employee left the Bank. The Board and the Bank's Chairman, President, and CEO reviewed and approved these annual succession plans.

48. On June 5, 2014, Camelo completed a succession plan for the Corporate Secretary position (the "2014 Succession Plan"). The 2014 Succession Plan detailed various qualities the employee must have, including communication and negotiation skills, stress management, adaptability, creativity, and leadership. As part of the 2014 Succession Plan, Camelo identified Sinnott as a potential candidate who could assume the Corporate Secretary position.

Camelo wrote:

During Kim's [referring to Plaintiff] time with Ridgewood, she has had opportunities to gain an enormous amount of knowledge, skills and experience along her career path here at Ridgewood Savings Bank. Kim has proven that she is self-motivated, a decision maker, a calm individual, has the ability to communicate well, and is a proactive member of the Executive department. Training has been ongoing this year, regarding many aspects of the Corporate Secretary function; she has already gained a wealth of knowledge.

49. The 2014 Succession Plan provided that Sinnott was capable of assuming the Corporate Secretary position within one or two years. The 2014 Succession Plan also identified Senior Secretary Angela Cassetta ("Cassetta") as a potential successor. However, Camelo wrote that Cassetta might be able to handle the Corporate Secretary position within five to seven years. Furthermore, Camelo wrote that Cassetta "chooses not to inquire or go any further to learn more

about the tasks she does do” and that Cassetta was “not a decision maker and is productive only if it's a task she wants to do.”

50. On June 1, 2015, Camelo issued an updated succession plan for the Corporate Secretary position that the Bank approved (the “2015 Succession Plan”). The 2015 Succession Plan identified Sinnott as the only potential successor for the Corporate Secretary position.

51. On information and belief, each succession plan after the 2015 plan, which the Board reviewed and approved, recognized Sinnott as Camelo’s successor.

Sinnott Assumes Further Corporate Secretary Responsibilities

52. As discussed above, the Bank promoted Sinnott several times, including, but not limited to, from Senior Secretary to Executive Secretary; from Executive Secretary to Executive Secretary and Manager; and from Executive Secretary and Manager to Assistant Corporate Secretary and Bank Officer. These promotions were consistent with an employee’s progression to the Corporate Secretary role. Indeed, the Bank created the job of Assistant Corporate Secretary specifically for Sinnott and made her a Bank Officer.

53. During the Covid-19 pandemic in 2020, Camelo needed to limit her role at the Bank. Camelo started to work from home in a limited capacity. During that time, Sinnott started taking on most, if not all, of Camelo’s day-to-day responsibilities. For example, Sinnott handled office management tasks, planning for all management and Board meetings, and correspondence with the Board and management.

54. By July 2020, not only had she assumed many responsibilities of the Corporate Secretary, but Defendants also invited Sinnott to enroll in the Bank’s life insurance program. She agreed to participate in the program, including giving her consent for the Bank to

purchase insurance on her life for the Bank's benefit, because Defendants made clear repeatedly that the Bank would promote Sinnott to Corporate Secretary when Camelo retired. The Bank continues to profit from the insurance policy or policies on Sinnott's life and will continue to do so until her death. Sinnott would not have participated in the life insurance program if Defendants had not represented that they would promote her to a senior position.

Defendants Appoint a Man as Corporate Secretary

55. In July 2021, Camelo retired from the Bank.

56. As discussed above, the Bank identified Sinnott as the only potential successor for the Corporate Secretary role. Defendants also assured Sinnott that if she continued working for the Bank, she would assume the Corporate Secretary position after Camelo retired.

57. Stekol, however, appointed Jewett, a man, as Corporate Secretary. Jewett held the position of First Vice President and Chief Investment Officer before Stekol awarded him the additional Corporate Secretary title.

58. Following his appointment as Corporate Secretary, Sinnott began reporting to Jewett.

59. Defendants appointed Jewett even though Sinnott was plainly more qualified for the job than he was. Jewett had no experience performing any of the responsibilities of the Corporate Secretary. In sharp contrast, Sinnott had assumed most of the Corporate Secretary's duties in 2020 when Camelo limited her role at the Bank.

60. Moreover, Jewett and Sinnott had been at the Bank for similar periods. They both joined the Bank over 20 years ago.

61. Shortly after Defendants appointed Jewett to the Corporate Secretary role, Sinnott met with Stekol. During that conversation, she asked Stekol why the Bank chose Jewett

over her, particularly given that the succession plan identified her as the only successor to the Corporate Secretary role. Stekol said he needed someone with legal experience in the Corporate Secretary role. Stekol's explanation was not credible. Neither Camelo nor Jewett had any legal background.

62. In contrast to Defendants' treatment of Sinnott, on several occasions, Defendants prepared male employees for senior positions at the Bank. When those positions became available, Defendants promoted her male colleagues to those jobs.

63. Sinnott believes Defendants selected Jewett for the position of Corporate Secretary because he is a man.

Defendants Further Discriminates Against Sinnott

64. After Defendants appointed Jewett as Corporate Secretary and Sinnott complained to Stekol about his decision, Defendants subjected her to a pattern of discrimination. In numerous ways, Defendants made clear that they did not value her hard work or contributions.

A. Biased Application of Policies

65. Defendants regularly permitted male employees to take time off from work to care for themselves and for their ill family members. To Sinnott's knowledge, Defendants did not criticize male employees for doing so.

66. In contrast to how Defendants treated men, Stekol gave Sinnott a hard time when she took intermittent leave under the Family Medical Leave Act to care for her elderly, bed-bound grandmother.

67. For example, during a conversation with Stekol regarding the scheduling of a meeting, Sinnott advised Stekol that she would not be in the office as she was caring for her

grandmother. Even though Sinnott said that she would be available remotely, Stekol ridiculed her. He told her that she was “nickel and diming the Bank.”

B. Biased Performance Evaluation and Bonus

68. For fiscal year 2021, Defendants subjected Sinnott to different performance standards than male employees. Not only did Defendants give her a lower rating, but they did not evaluate her in the same way that it did the men.

69. In or around February or March 2022, Defendants issued Sinnott a performance evaluation for 2021 that was less positive than previous evaluations. As discussed above, from 2018 to 2020, the Bank issued Sinnott a 100% or higher rating in each performance category. However, for the fiscal year 2021, the Bank rated her 75% in several categories. This was the first time she received a rating below 100%.

70. There was no legitimate basis for the rating. Jewett, who gave Sinnott her performance evaluation, was unfamiliar with her role and responsibilities. He never worked with Plaintiff directly, showed no interest in working with her, and was in no position to assess her performance. In contrast, on information and belief, Defendants evaluated men based on their actual performance and with supervisors who had knowledge about the work they did.

71. When Sinnott asked Jewett for some feedback concerning his assessment, he did not give her any specific examples. Sinnott explained that without additional information, she could not understand what steps she needed to take to earn higher performance ratings.

72. These performance ratings were significant because Defendants award bonuses based on them. As a result of the discriminatory performance review, Defendants gave Sinnott a smaller bonus on a percentage basis for fiscal year 2021 than it had in 2020. For the first time in several years, Defendants paid her essentially a flat bonus as compared to the prior year.

In contrast, on information and belief, Defendants, after properly evaluating male employees, paid them bonuses tied to their actual performance.

C. Discriminatory Expectations and Pay

73. Defendants gave Jewett the Corporate Secretary title and, on information and belief, a pay increase in connection with the role even though he did not perform the job. In contrast, Defendants expected Sinnott to perform the Corporate Secretary work and failed to compensate her properly for doing so.

74. Jewett performed none, or virtually none, of the Corporate Secretary responsibilities. For example, Jewett did not write meeting minutes. Instead, Defendants directed Sinnott to write the minutes, including for meetings in which Jewett was present and she was not in attendance. When she asked how she could do so, Jewett told Sinnott to listen to the audio recordings of those meetings.

75. Also, the Corporate Secretary was responsible for managing the Bank's communications with various regulatory agencies including, but not limited to, the FDIC, the New York State Department of Financial Services, and the Better Business Bureau. Jewett, however, failed to handle those duties. On several occasions, Sinnott invited him to designate himself a Bank contact for government agencies and regulators, but he ignored her requests. Instead, Defendants expected her to handle those functions.

76. Furthermore, whenever department heads made requests or raised issues, he declined to address them even though it was his responsibility to do so. As a result, Sinnott had no choice but to assume those duties.

77. In addition, Jewett did not perform his oversight duties as the manager of the executive secretaries, including failing to support the group. For example, Jewett did not

intervene when higher-ranking officers assigned Sinnott tasks outside the scope of her job, including assembling PowerPoint presentations for other groups. Furthermore, he did not offer any assistance when Sinnott worked beyond regular business hours to complete Board reports because some of the Bank vice presidents made late submissions.

78. On information and belief, Defendants paid Jewett more than Sinnott because of her gender. As discussed above, Defendants gave Jewett the Corporate Secretary title and additional compensation, but he performed none of the work. Sinnott did the job, yet Defendants did not pay her additional compensation.

D. Diminishing Sinnott's Role

79. Defendants also undermined Sinnott's authority.

80. For example, Sinnott was responsible for completing her assistant Cassetta's performance evaluation. Sinnott completed her assessment of Cassetta's work and shared it with Jewett for review. Jewett downgraded Cassetta's performance evaluation despite having no direct knowledge of her day-to-day responsibilities or how she performed her duties. He did not consult Sinnott before doing so.

81. To Sinnott's knowledge, Defendants did not treat male employees in this manner.

82. Defendants further undermined Sinnott by denying her an office. When Camelo retired in July 2021, she vacated her office; at the time, Sinnott's workspace was a cubicle. Sinnott asked Jewett to place her in the empty office. Jewett told Sinnott that after the Chief Banking Officer left the Bank, which was expected to happen soon, the Bank would move her to Camelo's former office.

83. Even though the Chief Banking Officer retired and the office was vacant, Defendants did not assign it to Sinnott despite their promises to do so. Instead, Defendants gave the office to Stanley Gorodesky (“Gorodesky”), who is a man and, at the time, had the title Executive Consultant. Neither Stekol nor Jewett provided Plaintiff with an explanation for why Gorodesky, who was not a Bank employee, needed an office.

84. When Sinnott left the Bank in September 2022, men occupied all of the offices at the Bank.

85. To make matters worse, on multiple occasions, Jewett took credit for the work Sinnott did. For example, Sinnott was responsible for organizing monthly Board meetings. At the end of these meetings, the Board members regularly thanked Jewett for organizing them. Each time, Jewett accepted their praise and failed to acknowledge that Sinnott had planned those meetings.

E. Discriminatory Exclusion from Meetings and Events

86. Defendants also excluded Sinnott from meetings and events that men primarily attended.

87. For example, the Bank holds an all-day offsite Board meeting at the North Hempstead Country Club annually in December. Every year the conference is followed by a holiday celebration and dinner. While Sinnott attended the all-day Board meeting in December 2021, Defendants did not invite her to the dinner. She was the only individual at the meeting whom Defendants excluded from the dinner. Virtually all of the dinner attendees were men, including Jewett.

88. When Sinnott asked Jewett why the Bank did not invite her, he told her that she was not invited because she did not have a Vice President title. However, Jewett’s explanation

was false, as Camelo attended these dinners before her July 2014 promotion to Vice President and Corporate Secretary.

89. Defendants also canceled Sinnott's reservations for a conference she was scheduled to attend. In anticipation of the Bank's annual Strategic Conference and Retreat in Pennsylvania, which extended from September 21 to 23, 2022, Sinnott made all the room, board, and meeting arrangements for approximately 40 of the Bank's officers and trustees. Sinnott assumed she would attend as she was integral to all Board and committee meetings and had attended this conference in 2020 and 2021.

90. On September 8, 2022, the venue sent Sinnott an email stating that her reservation was canceled. Neither Stekol nor Jewett spoke to her about the cancellation.

91. The vast majority of attendees were men. Defendants invited, among others, Jewett.

F. Discriminatory Reduction in Pay

92. Defendants also discriminatorily denied Sinnott a pay increase. Defendants regularly issued mid-year merit increases in the summer. Sinnott regularly received such merit increases throughout her employment.

93. For 2022, Defendants did not award Sinnott a mid-year merit increase. No one advised Sinnott of the decision, but she determined that she was not getting the pay increase in or around mid to late July 2022.

94. On information and belief, Defendants gave mid-year merit increases to Sinnott's male colleagues even though Sinnott's performance was comparable or better.

G. Discriminatory Hostility

95. Despite the challenges described above, Sinnott coped as best as she could under the circumstances, including continuing to carry out her duties.

96. Stekol, however, made his disdain for Sinnott apparent. For example, Stekol did not respond when she greeted him in the mornings or wished him good night at the end of the workday.

97. Also, on or about June 14, 2022, Stekol commented on how nicely a section of the executive area was decorated for another employee's birthday. The employee agreed and mentioned that Sinnott decorated the area. Stekol grunted and walked away.

98. Stekol did not treat male Bank employees in this manner. Sinnott observed him interacting with several male employees. In these interactions, he was friendly and communicated with them in a pleasant way.

Sinnott's Separation From the Bank

99. By the fall of 2022, it was clear that Defendants did not want Sinnott to work at the Bank because she is a woman. Defendants repeatedly demonstrated their bias against women in leadership positions by, among other things, failing to promote her to the Corporate Secretary job, paying her less than male employees, not awarding her a mid-year merit increase, and reducing her bonus.

100. As a result of the mistreatment, Sinnott began experiencing significant stress. By the fall 2022, the stress had become unbearable. Among other symptoms, Sinnott lost significant sleep and felt depressed. She also sought treatment for hair loss.

101. After 21 years of hard work and dedication, Stekol shattered Sinnott's once-promising future. After raising repeated concerns about the mistreatment and Defendants failure

to address the discrimination, Sinnott concluded that she had no choice but to leave the Bank to avoid further humiliation and harm to her health and career.

102. On September 16, 2022, Sinnott submitted a formal resignation effective October 24, 2022. In that letter, she wrote that while most of her years with the Bank were productive and fulfilling, “in recent years, the environment has become unprofessional.”

103. Sinnott’s last day of employment with the Bank was September 16, 2022.

FIRST CAUSE OF ACTION
Title VII: Gender Discrimination Against the Bank

104. Plaintiff repeats and realleges paragraphs 1 through 103 of this Complaint as if fully set forth herein.

105. By the acts and practices described above, the Bank has discriminated against Plaintiff in the terms and conditions of her employment on the basis of her gender in violation of Title VII.

106. The Bank has acted with malice and/or reckless indifference to Plaintiff’s statutorily protected rights.

107. As a result of the Bank’s discriminatory acts, Plaintiff has suffered, is suffering, and will continue to suffer irreparable injury, monetary damages, mental anguish, emotional distress, humiliation, and other compensable damages unless and until this Court grants relief.

SECOND CAUSE OF ACTION
NYSHRL: Gender and Marital Status Discrimination Against all Defendants

108. Plaintiff repeats and realleges paragraphs 1 through 107 of this Complaint as if fully set forth herein.

109. By the acts and practices described above, Defendants have discriminated against Plaintiff in the terms and conditions of her employment on the basis of her gender and marital status, in violation of the NYSHRL.

110. Defendants are liable under the NYSHRL as Plaintiff's employer.

111. Stekol is also liable for aiding and abetting the Bank's unlawful acts under the NYSHRL.

112. Stekol, Plaintiff's superior, had supervision and control over the conditions of Plaintiff's employment and firing authority with respect to Plaintiff's employment. Stekol participated in the discriminatory conduct against Plaintiff.

113. Defendants have acted intentionally and with malice or reckless indifference to Plaintiff's statutorily protected rights under the NYSHRL.

114. As a result of Defendants' discriminatory acts, Plaintiff has suffered and will continue to suffer irreparable injury, monetary damages, mental anguish, emotional distress, humiliation, and other compensable damages unless and until this Court grants relief.

THIRD CAUSE OF ACTION
NYCHRL: Gender and Marital Status Discrimination Against all Defendants

115. Plaintiff repeats and realleges paragraphs 1 through 114 of this Complaint as if fully set forth herein.

116. By the acts and practices described above, Defendants have discriminated against Plaintiff in the terms and conditions of her employment on the basis of her gender and marital status, in violation of the City Law.

117. Defendants are liable under the NYCHRL as Plaintiff's employer.

118. Stekol is also liable for aiding and abetting the Bank's unlawful acts under the NYCHRL.

119. Stekol, Plaintiff's superior, had supervision and control over the conditions of Plaintiff's employment and firing authority with respect to Plaintiff's employment. Stekol participated in the discriminatory conduct against Plaintiff.

120. Defendants engaged in discrimination with willful or wanton negligence, with recklessness, and/or with a conscious disregard of Plaintiff's rights or conduct so reckless that it amounts to such disregard.

121. As a result of Defendants' discriminatory acts, Plaintiff has suffered and will continue to suffer irreparable injury, monetary damages, mental anguish, emotional distress, humiliation, and other compensable damages unless and until this Court grants relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

(a) declaring the acts and practices complained of herein to be violations of Title VII, the NYSHRL, and the NYCHRL;

(b) enjoining and permanently restraining these violations;

(c) directing Defendants to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices are eliminated and do not continue to affect Plaintiff;

(d) directing Defendants to place Plaintiff in the position she would have occupied but for Defendants' discriminatory conduct and making her whole for all earnings and other benefits she would have received but for Defendants' discriminatory treatment, including, but not limited to, wages, bonuses, pension, and other lost benefits;

(e) directing Defendants to pay Plaintiff compensatory damages, including damages for emotional distress, humiliation, and pain and suffering;

- (f) directing Defendants to pay Plaintiff punitive damages;
- (g) awarding Plaintiff her reasonable attorneys' fees and costs;
- (h) awarding Plaintiff such interest as is allowed by law, and damages for any adverse tax consequences stemming from an award; and
- (i) granting such other and further relief as the Court deems necessary and proper.

DEMAND FOR A TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury in this action.

Dated: New York, New York
September 13, 2024

VLADECK, RASKIN & CLARK, P.C.

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