

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

SAO KAMARA,

Plaintiff,

-against-

MY GOALS SOLUTIONS INC. d/b/a GOALS
PLASTIC SURGERY and ELLA VOSKIN,
Individually and in Her Official Capacities

Defendants.

Case No.:

COMPLAINT

Jury Trial Demanded

Plaintiff, Sao Kamara, by and through her attorneys, Mizrahi Kroub LLP, as and for her complaint against Defendant My Goals Solutions Inc. d/b/a Goals Plastic Surgery and Ella Voskin (“My Goals Solutions” or “Goals Plastic Surgery” or “the Company” or “Voskin” or collectively referred to as “Defendants”), respectfully alleges as follows, upon information and belief:

PRELIMINARY STATEMENT

1. This action arises from the race discrimination, pregnancy discrimination, interference with statutorily protected leave, and retaliation that Plaintiff Sao Kamara, a Black African woman, endured while employed by Goals Plastic Surgery.

2. Kamara first worked for the Company from 2018 until June 2022. During that first stint, Manager Sherley worked at the Company. Kamara returned to the Company in December 2022 in a promoted sales role, in part because Sherley had retired, which led Kamara to believe that the Company’s culture had improved and left her hopeful about returning.

3. Kamara excelled during both stints at the Company, formed close connections with her colleagues, and, as a result of her hard work, was promoted to Regional Sales Director in June 2023.

4. Despite her strong performance, throughout her employment Kamara was subjected to persistent race-based harassment and discrimination, including repeated racist comments and stereotypes from the Company's Owner, Ella Voskin, and others, and the imposition of a disproportionate share of joint responsibilities on Kamara because she is Black.

5. After Kamara disclosed her pregnancy and her intention to take leave following the birth of her child, the Company evaded her questions about compensation during leave, conditioned her leave pay on working from home, contacted her almost daily to perform work while she was recovering from childbirth, and ultimately demanded that she return to the office full time in the middle of the leave she had been promised.

6. Upon information and belief, Kamara was not the only pregnant employee treated this way. Upon information and belief, several other female employees at the Company were pushed out or terminated shortly after disclosing their pregnancies and were replaced by non-pregnant employees.

7. On May 30, when Kamara refused to abandon the leave arrangement the Company had approved, she was constructively discharged and forced to give her notice. The Company then revoked her system access that same day, before her intended last day, and failed to pay her the bonus compensation and wages she had earned.

8. As a direct and proximate result of Defendants' unlawful conduct, Kamara has suffered and continues to suffer economic harm, severe emotional distress, humiliation, and mental anguish.

PARTIES

9. Plaintiff Sao Kamara is a Black African woman of Guinean national origin. Kamara worked for Goals Plastic Surgery from 2018 until June 2022, and again from December 2022 until

her constructive discharge on May 30, 2024, most recently as a Regional Sales Director.

10. Defendant My Goals Solutions Inc., doing business as Goals Plastic Surgery, is a domestic business corporation organized under the laws of the State of New York, with its principal place of business located at 721 St. Nicholas Avenue, New York, NY 10031.

11. Defendant Ella Voskin is the Owner of the Company. At all relevant times, Voskin supervised employees, including Kamara, and had the authority to affect the terms and conditions of her employment.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over Kamara's claims pursuant to 28 U.S.C. Sections 1331 and 1343, as she has asserted claims arising under the laws of the United States, including 42 U.S.C. Section 1981 ("Section 1981") and the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 *et seq.* ("FMLA").

13. This Court has supplemental jurisdiction over Kamara's state and city law claims pursuant to 28 U.S.C. Section 1367, as those claims are so related to the federal claims in this action that they form part of the same case or controversy.

14. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. Section 1391(b) because a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this District, and because Defendant's principal place of business is located in this District.

FACTUAL ALLEGATIONS

Background on the Company and Kamara's Employment

15. The Company is a “leading multi-location cosmetic surgery practice specializing in body contouring, aesthetic surgery, and confidence-driven transformation”¹ with “500,000+ patients transformed, 13+ national locations, and signature procedures.”²

16. Upon information and belief, the Company operates clinics at 18433 Roscoe Blvd, Northridge, CA 91325; 438 N Frederick Ave, Gaithersburg, MD 20877; 15-01 Broadway #20, Fair Lawn, NJ 07410; 605 Broad Ave, Ridgefield, NJ 07657; 3576 Chamblee Tucker Rd, Atlanta, GA 30341; 83 Walton St NW, Atlanta, GA 30303; 319 Schermerhorn St, Brooklyn, NY 11217; 721 St Nicholas Ave, New York, NY 10031; 174 E 205th St, Bronx, NY 10458; 1420 Locust St #421, Philadelphia, PA 19102; 2530 W Holcombe Blvd, Houston, TX 77030; 116 Central Park S, New York, NY 10019.³

17. However, the Company engages in unscrupulous practices that place sales above patient safety, with devastating consequences. For example, the practice marketed discounted Brazilian Butt Lift (“BBL”) packages through social media while relying on non-board-certified plastic surgeons. The consequences were devastating for numerous patients, including one young woman who died after undergoing a BBL at the Company.⁴

18. Thus, the Company is no stranger to prior litigation. Across multiple lawsuits, former employees and patients have alleged that the Company and its principals used aggressive business practices, disregarded legal obligations, and shifted the consequences of those practices onto workers and patients. Those allegations provide important context for Kamara’s claims here, which arise from the same profit-driven culture and disregard for employee rights.

¹ <https://goalsplasticsurgery.com/about-us/>

² <https://goalsplasticsurgery.com/careers/>

³ <https://www.goalsplasticsurgery.com/locations/>

⁴ <https://nypost.com/2022/08/11/my-daughter-died-from-a-bbl-at-this-shop-of-horrors/>

19. In *Lawrence et al. v. NYC Medical Practice, P.C. et al.*, Case No. 1:18-cv-08649, former employees filed a collective and class action against NYC Medical Practice, P.C. d/b/a the Company and Sergey Voskin, M.D., alleging wage-and-hour violations, including unpaid overtime and related New York wage claims. The complaint asserted FLSA and New York wage-and-hour claims for unpaid overtime, spread-of-hours premiums, statutory penalties, liquidated damages, fees, and costs. The lawsuit alleged willful wage violations and false time records, reflecting a disregard for employees' right to be paid for their work. The complaint alleged willful wage violations and false time records.

20. In California Superior Court Case No. 24STCV10082, another former employee sued the Company for disability discrimination, harassment, retaliation, and wage violations. The complaint asserted discrimination, harassment, retaliation, delayed final pay, unpaid commissions, and unpaid overtime claims. The allegations included retaliatory termination after pay-related complaints and delayed final wages, further reflecting a pattern of punishing employees who object to unfair compensation practices. The plaintiff alleged retaliation after complaining about pay and device use, delayed final pay, and no final-pay breakdown.

21. In *P.C. v. Peter V. Driscoll, M.D., et al.*, Case No. 24-cv-2496, a patient sued Company-related entities, Sergey Voskin, Ella Voskin, and others for claims including medical malpractice, negligent hiring, negligent supervision, emotional distress, and consumer fraud. The action asserted malpractice, negligent hiring and supervision, emotional-distress, respondeat-superior, and consumer-fraud claims against Company-related defendants. The case alleged that Company-related entities held themselves out as one cosmetic-surgery brand controlled by Ella and Sergey Voskin, reinforcing that Defendants' conduct was tied to the way the business was managed and presented to the public. The opinion summarized allegations that Company-related

entities held themselves out as one brand and that Ella and Sergey Voskin were alleged to control the facility.

22. These prior lawsuits are consistent with Plaintiff's experience. They support a plausible inference that Plaintiff's mistreatment was not an isolated lapse, but part of a broader pattern in which the Company pressures employees to generate revenue, monitors them closely, withholds earned compensation, and punishes employees when they object. Here, that pattern manifested in race-based stereotyping, unequal work assignments, interference with pregnancy leave, and refusal to pay earned wages and bonus compensation.

23. Similarly, the Company's wage practices toward Kamara mirror the prior wage-and-hour allegations against the Company. Kamara was promised \$20 for every patient-coordinator closing, but despite overseeing approximately 10,000 closings, she was never paid that compensation. She also worked a full day on May 30, 2024, but was not paid for that day.

24. Moreover, Voskin's treatment of Kamara mimics a broader pattern of exploiting vulnerable communities while masking that conduct through positions of trust and authority. In *United States v. Domnitser et al.*, No. 1:11-cr-120, Voskin, formerly known as Blavatnik, was prosecuted as "Ella Voskresenskiy aka: Ella Voskresensky, Ella Blavatnik" for conspiracy to commit mail fraud and mail fraud. She was sentenced to 36 months' imprisonment and one year of supervised release for her role in a scheme involving the Claims Conference, a reparations organization for Holocaust survivors, which was defrauded of \$57.3 million.

25. Ella Voskin (White, Azerbaijani) and Sergey Voskin (White, Azerbaijani) served as Executive Leadership/Owners for the Company's Healthcare Operations and Sales in the Bronx and Brooklyn. Uma Khsumov (White, Turkish) served as Operations Manager for the Bronx and Brooklyn locations, overseeing Bronx/Brooklyn Operations, the Billing Department, the Surgical

Team, Medical Assistants, the Front Desk for Brooklyn/Bronx, the Post-Op Team, all Patient Coordinators and Managers, and the Weight Loss Team. Renee and Heather Smith (White) held leadership and sales leadership roles. Salome Tsertsvadze (White, Georgian) and Kamara reported through Sales Leadership and served as Regional Sales Managers for Brooklyn and the Bronx, overseeing the Sales Team.

26. Kamara worked for the Company from around December 2018 until June 2022, when she left to pursue a career as a history teacher.

27. Thereafter, Kamara rejoined the Company in December 2022 as a Regional Sales Manager.

28. Specifically, Ella Voskin rehired Kamara because of her stellar past performance to work in sales.

29. As a Regional Sales Manager, Kamara was responsible for overseeing sales operations and employee performance at the Bronx and Brooklyn locations. Her duties included hiring and training employees, ensuring that sales consultants met their daily goals, supervising location-level operations, and assisting with front desk and reception coverage when needed. She was also responsible for marketing initiatives, including developing strategies to increase sales, coordinating promotions, and bringing in influencers to help generate business.

30. Kamara decided to rejoin the Company because she believed the Company meaningfully changed since her first period of employment. During her earlier tenure, Kamara was regularly subjected to race-based comments and stereotypes, including comments that Black people are lazy and that Black consultants were “chickens” because they were stupid. During that earlier tenure, Manager Sherley worked at the Company, but by the time Kamara was recruited

back, Sherley had retired. That change, together with other organizational changes made during Kamara's time away, led her to believe that the Company's culture had improved.

31. Kamara performed her job duties in an exceptional manner during both tenures at the Company.

32. Kamara was never issued a write-up, was never disciplined, and consistently received positive feedback.

33. As a result of her hard work, Kamara was promoted to Regional Sales Director in June 2023.

Kamara Is Subjected to a Campaign of Race Discrimination

34. For the entirety of her time at the Company, Kamara faced regular harassment and mistreatment due to her race.

35. In March 2023, Kamara learned that Voskin did not want a Black person running the Company. As a result, Kamara was reminded that she would never be treated fairly at the Company.

36. At the time, Kamara had a White counterpart, Salome Tsertsvadze, another Regional Sales Director, with the same written responsibilities and salary as Kamara.

37. However, even though Kamara and Tsertsvadze were equals in title and responsibility at the Company, Kamara was required to take on the majority of the joint responsibilities, including training all new sales employees at the Company.

38. Although Voskin's reliance on Kamara reflected Kamara's skill and ability to communicate effectively with clients, it also meant that Kamara was disproportionately tasked with work that did not fall within her official responsibilities and that pulled her away from her own duties, while non-Black employees, such as Tsertsvadze, were not burdened in the same way.

39. On June 2, Voskin's son COO Danny Voskin (White), wrote to Kamara, ***"... I'm excited to have this team go live and start selling for us like animals."*** At the time, the Company was opening an office in Jamaica, and Kamara and Danny Voskin were working together on launching and preparing that team. The message referred to the team members in Jamaica who were expected to begin selling for the Company.

40. Kamara never heard Danny Voskin refer to other team members as ***"animals,"*** and she believes Danny Voskin chose this term specifically because he was referring to Black individuals.

41. Moreover, whenever a request from a Black client would come in, Ella Voskin would instruct Kamara, the only Black manager in the Company, to communicate with the client.

42. For instance, on February 8, 2024, Voskin sent a screenshot of a Black customer's request to Kamara by stating, ***"Your peoples,"*** and asked her to respond.

43. Kamara understood this message to mean that she had to reach out to the Black customer based on Voskin's many prior requests that Kamara communicate with Black clients.

44. Voskin routinely made nearly daily comments to Kamara, ***"You know your people, you know how they are," "You can relate to them because you're Black,"*** and other similar comments. Additionally, Voskin routinely relayed stereotypes of Black people to Kamara, such as, ***"Black people are ghetto,"*** and ***"Black Americans are lazy, they never want to work."***

45. These comments were not isolated or stray remarks; they were part of the regular way Voskin assigned work and communicated with Kamara, repeatedly reducing Kamara to her race and treating her as the person responsible for handling Black customers because she is Black.

46. Moreover, Voskin repeatedly made race-based comments distinguishing African employees from Black Americans. She referred to Kamara as her ***"African baby,"*** told Kamara

that Black Americans were lazy, but Africans were not, and encouraged Kamara to recruit workers from Africa. On at least one occasion in February 2024, Voskin texted Kamara, referring to hiring new employees, *“I would love to have African [employees]”* and *“You know I love Nigerians.”*

47. Kamara, a Black African woman, was extremely disturbed by these comments because they reflected Voskin’s tendency to discuss Black and African employees through racialized generalizations and to direct those comments to Kamara because of her own race and background. However, she was afraid to speak up out of fear of losing her job.

48. Voskin did not make such comments to similarly situated non-Black employees.

Kamara Discloses Her Pregnancy and the Company Interferes With Her Leave

49. In or around September 2023, Kamara informed Voskin over text and in-person that she planned to take leave after the birth of her child in March 2024.

50. At this time, Voskin informed Kamara that she was permitted to take three months of leave.

51. Kamara’s maternity leave was intended to start from the birth of her child in March until around mid-June after her child turned three months old.

52. When Kamara inquired about her compensation during those three months, Voskin replied, *“Don’t worry about it,”* and alluded to the fact that the Company would sort out the details at a later date.

53. Kamara continued to inquire about her compensation during leave over the next few months, and Voskin continued to evade the question and dismiss Kamara’s concern.

54. In December 2023, after a few months of inquiring about her compensation during leave, Voskin informed Kamara that she could only receive compensation during those three months if she worked from home. This effectively stripped Kamara of maternity leave.

55. Although the arrangement made Kamara extremely uncomfortable, she agreed because refusing would have left her without compensation for the three-month period after her child's birth.

56. Kamara continued to work without taking any days off until she gave birth on March 14.

57. Despite previously being promised leave, the Company did not provide Kamara with any actual leave before requiring her to resume work, and Kamara did not take any time off.

58. On or around March 17, Voskin required that Kamara log into work to conduct interviews, a task that Tsertsvadze was able and available to complete.

59. Upon information and belief, this task fell within Tsertsvadze's job responsibilities.

60. On this same day, Operations Manager Uma Khsumov informed Kamara that she could take leave for three months after her child's birth. Khsumov confirmed that Kamara would not be required to return to the office during that period.

61. Despite this promise from Khsumov, Kamara was contacted by call on an almost daily basis to complete work assignments.

62. On April 10, Khsumov informed Kamara that the Company could not afford to pay her regular salary during her leave and that she should inquire about Family Medical Leave Act ("FMLA") benefits. Instead, Khsumov told Kamara that the Company could pay half of her salary and that FMLA benefits would cover the other portion.

63. On April 11, Khsumov called Kamara regarding the FMLA paperwork. Kamara explained that she did not know how to complete the paperwork and did not receive any assistance from Khsumov.

64. On April 16, 2024, Khsumov asked Kamara whether she was working from home. Kamara confirmed that she was. Khsumov then asked whether she had discussed the arrangement with Voskin, and Kamara confirmed that she previously discussed with Voskin that, although she had been promised leave, she would be required to work from home in order to receive compensation during the three-month period after giving birth.

Kamara's Employment Is Terminated

65. On May 22, despite the Company's prior representations that Kamara could remain out of the office until mid-June, Khsumov informed Kamara by text message that she was required to return to the office full time for work.

66. Kamara explained that she had been approved to remain out until mid-June, after her child turned three months old, and that she had made arrangements based on that approval.

67. Kamara refused by stating via text message, ***"Uma this topic has come up many times and I've said I was given approval for mid June after my child turns 3 months. So if approval is being overturned I understand but that's not the arrangements I've made and it doesn't work for the company anymore so I'll accept the decisions you guys make and take the termination for not going in office full time."***

68. The Company did not provide a suitable arrangement in response. Instead, Kamara continued to face pressure to return to the office full time before the end of the leave period she had been promised. Because the Company did not honor the approved arrangement, Kamara was compelled to resign on May 30.

69. Specifically, Kamara informed Ella via text that her last day would be June 7, but Kamara's access to the Company's systems was revoked on May 30 without any notice or further discussion.

Other Pregnant Employees Are Pushed Out

70. Upon information and belief, Kamara was not the only female employee at the Company to be forced out following the disclosure of a pregnancy.

71. Upon information and belief, several other female employees at the Company were terminated or constructively terminated shortly after disclosing their pregnancies and were replaced by non-pregnant employees.

Kamara Is Denied Compensation She Earned

72. Additionally, Kamara did not receive the pay she was entitled to for her work at the Company.

73. When she was hired in December 2022, Kamara was told she would receive \$20 for every patient coordinator's closing, meaning that whenever a patient would sign a contract for services, Kamara would receive a \$20 bonus.

74. However, despite overseeing around 10,000 patient coordinator's closings during this time period, Kamara never received this pay.

75. Additionally, on May 30, Kamara gave her notice and worked a full day. Despite this, Kamara was not paid for her work that day.

76. She informed the Company that she intended her last day to be June 7, 2024, but Voskin revoked Kamara's access to the Company's system on May 30, 2024 without further discussion.

Defendants' Actions Continue to Have Devastating Effects on Kamara

77. Defendants' discriminatory and retaliatory conduct had a devastating impact on Kamara's emotional well-being and overall health. Kamara was subjected to persistent race-based comments, stereotypes, and unequal treatment at work, while also being pressured to continue working immediately after giving birth and during the leave period she had been promised. These

experiences caused Kamara to feel humiliated, degraded, and devalued in a workplace where she had worked hard, excelled, and built meaningful professional relationships.

78. The harm was especially severe because Kamara was recovering from childbirth and caring for her newborn child when Defendants continued to contact her for work, pressured her to return to the office full time, and disregarded the leave arrangement they had previously approved. Instead of being allowed to recover and bond with her child, Kamara was forced to manage the stress and uncertainty of whether she would be paid, whether her leave would be honored, and whether she would lose her job for refusing to abandon her approved leave.

79. As a result, Kamara suffered significant emotional distress, anxiety, humiliation, embarrassment, and mental anguish. Defendants' conduct made her feel targeted because of her race and punished because of her pregnancy and need for leave. The experience damaged her sense of security, disrupted her recovery and early motherhood, and caused lasting distress that continued after her employment ended.

FIRST CAUSE OF ACTION
(Race Discrimination in Violation of Section 1981)
Against All Defendants

80. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

81. Defendants unlawfully discriminated against Kamara in the making, performance, modification, and termination of her employment relationship, and in the enjoyment of all benefits, privileges, terms, and conditions of that relationship, on the basis of her race (Black), in violation of 42 U.S.C. Section 1981 ("Section 1981"), by, *inter alia*, subjecting her to racially charged comments, racial stereotypes, disparate treatment, race discrimination, and a hostile work environment.

82. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

83. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of Section 1981, Kamara has suffered, and continues to suffer, emotional and psychological distress, mental anguish, loss of enjoyment of life, humiliation, embarrassment, and has incurred compensatory damages, emotional distress damages, economic damages, attorney's fees, and costs.

84. Defendants' unlawful discriminatory conduct in violation of Section 1981 was severe and pervasive.

85. Defendants willfully engaged in discriminatory practices with malice and/or reckless indifference to Kamara's federally protected rights under Section 1981.

86. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

SECOND CAUSE OF ACTION
(Retaliation in Violation of Section 1981)
Against All Defendants

87. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

88. Defendants unlawfully retaliated against Kamara in violation of Section 1981 by, *inter alia*, subjecting her to adverse employment actions, including constructive discharge, in response to her opposition to Defendants' race-based discriminatory conduct.

89. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

90. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of Section 1981, Kamara has suffered, and continues to suffer, emotional and psychological distress, mental anguish, loss of enjoyment of life, humiliation, embarrassment, and has incurred compensatory damages, economic damages, emotional distress damages, attorney's fees, and costs.

91. Defendants willfully engaged in unlawful retaliatory practices with malice and/or reckless indifference to Kamara's federally protected rights under Section 1981.

92. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

THIRD CAUSE OF ACTION
(Interference in Violation of the FMLA)
Against All Defendants

93. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

94. Kamara was an eligible employee, and Defendant was an employer, within the meaning of the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 *et seq.* ("FMLA").

95. Kamara was entitled to leave under the FMLA in connection with the birth of her child and to care for her newborn child.

96. Defendants unlawfully interfered with, restrained, and denied Kamara's exercise of her rights under the FMLA by, *inter alia*, requiring her to perform work while she was recovering

from childbirth and on leave, contacting her on an almost daily basis to complete work assignments during her leave, conditioning her leave compensation on working from home, and demanding that she return to the office full time before the end of the leave to which she was entitled.

97. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

98. As a direct and proximate result of Defendants' unlawful conduct in violation of the FMLA, Kamara has suffered, and continues to suffer, economic damages, including lost wages and benefits, and other harm for which she is entitled to relief.

99. Defendants' violations of the FMLA were willful, entitling Kamara to liquidated damages.

100. Kamara is entitled to an award of economic damages, liquidated damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

FOURTH CAUSE OF ACTION
(Retaliation in Violation of the FMLA)
Against Defendant

101. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

102. Kamara engaged in activity protected by the FMLA, including taking and seeking to take leave in connection with the birth of her child.

103. Defendants unlawfully retaliated against Kamara for exercising and attempting to exercise her rights under the FMLA by, *inter alia*, subjecting her to adverse employment actions, including constructive discharge, in response to her exercise of her FMLA rights.

104. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

105. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the FMLA, Kamara has suffered, and continues to suffer, economic damages, including lost wages and benefits, and other harm for which she is entitled to relief.

106. Defendants' violations of the FMLA were willful, entitling Kamara to liquidated damages.

107. Kamara is entitled to an award of economic damages, liquidated damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

FIFTH CAUSE OF ACTION
(Race Discrimination in Violation of the NYSHRL)
Against All Defendants

108. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

109. Defendants unlawfully discriminated against Kamara in the terms, conditions, or privileges of her employment on the basis of her race (Black), in violation of the New York State Human Rights Law, N.Y. Executive Law Section 290 *et seq.* ("NYSHRL"), by, *inter alia*, subjecting her to racially charged comments, racial stereotypes, disparate treatment, race discrimination, and a hostile work environment.

110. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

111. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYSHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

112. Defendants willfully engaged in discriminatory practices with malice and/or reckless indifference to Kamara's statutorily protected rights under the NYSHRL.

113. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

SIXTH CAUSE OF ACTION
(National Origin Discrimination in Violation of the NYSHRL)
Against All Defendants

114. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

115. Defendants unlawfully discriminated against Kamara in the terms, conditions, or privileges of her employment on the basis of her national origin (Guinean), in violation of the New York State Human Rights Law, N.Y. Executive Law Section 290 *et seq.* ("NYSHRL"), by, *inter alia*, subjecting her to nationally charged comments, national stereotypes, disparate treatment, national origin discrimination, and a hostile work environment.

116. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

117. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYSHRL, Kamara has suffered, and continues to suffer, monetary and/or

economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

118. Defendants willfully engaged in discriminatory practices with malice and/or reckless indifference to Kamara's statutorily protected rights under the NYSHRL.

119. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

SEVENTH CAUSE OF ACTION
(Pregnancy Discrimination in Violation of the NYSHRL)
Against All Defendants

120. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

121. Defendants discriminated against Kamara on the basis of her pregnancy status in violation of the NYSHRL by, *inter alia*, subjecting Kamara to disparate treatment based upon her pregnancy status, including, but not limited to, discrimination, a hostile work environment, and constructive discharge.

122. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

123. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYSHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

124. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

EIGHTH CAUSE OF ACTION
(Retaliation in Violation of the NYSHRL)
Against Defendant

125. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

126. Defendants retaliated against Kamara in violation of the NYSHRL by, *inter alia*, constructively discharging her after she opposed and complained of the discrimination perpetrated against her by Defendants.

127. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

128. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

129. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

NINTH CAUSE OF ACTION
(Race Discrimination in Violation of the NYCHRL)
Against All Defendants

130. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

131. Defendants unlawfully discriminated against Kamara by subjecting her to inferior terms, conditions, or privileges of employment on the basis of her race (Black) in violation of the New York City Human Rights Law, N.Y.C. Admin. Code Section 8-101 *et seq.* (“NYCHRL”), by, *inter alia*, subjecting her to racially charged comments, racial stereotypes, disparate treatment, race discrimination, and a hostile work environment.

132. Defendant Voskin, as Owner and Kamara’s superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

133. As a result of Defendants’ actions, Kamara was treated less well on account of her race (Black).

134. As a direct and proximate result of Defendants’ unlawful discriminatory conduct in violation of the NYCHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

135. Defendants willfully engaged in discriminatory practices with malice and/or reckless indifference to Kamara’s statutorily protected rights under the NYCHRL.

136. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney’s fees, costs, disbursements, and other relief the Court may deem just and proper.

TENTH CAUSE OF ACTION
(National Origin Discrimination in Violation of the NYCHRL)
Against All Defendant

137. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

138. Defendants unlawfully discriminated against Kamara by subjecting her to inferior terms, conditions, or privileges of employment on the basis of her national origin (Guinean) in violation of the New York City Human Rights Law, N.Y.C. Admin. Code Section 8-101 *et seq.* (“NYCHRL”), by, *inter alia*, subjecting her to nationally charged comments, national stereotypes, disparate treatment, national origin discrimination, and a hostile work environment.

139. Defendant Voskin, as Owner and Kamara’s superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

140. As a result of Defendants’ actions, Kamara was treated less well on account of her national origin (Guinean).

141. As a direct and proximate result of Defendants’ unlawful discriminatory conduct in violation of the NYCHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

142. Defendants willfully engaged in discriminatory practices with malice and/or reckless indifference to Kamara’s statutorily protected rights under the NYCHRL.

143. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney’s fees, costs, disbursements, and other relief the Court may deem just and proper.

ELEVENTH CAUSE OF ACTION
(Pregnancy Discrimination in Violation of the NYCHRL)
Against Defendant

144. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

145. Defendants discriminated against Kamara on the basis of her pregnancy status in violation of the NYCHRL by, *inter alia*, subjecting Kamara to disparate treatment based upon her pregnancy status, including, but not limited to, discrimination, a hostile work environment, and constructive discharge.

146. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

147. As a result of Defendants' actions, Kamara was treated less well on account of her pregnancy status.

148. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

149. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

TWELFTH CAUSE OF ACTION
(Retaliation in Violation of the NYCHRL)
Against All Defendants

150. Kamara repeats, reiterates, and realleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

151. Defendants retaliated against Kamara in violation of the NYCHRL by, *inter alia*, constructively discharging her after she opposed and complained of the discrimination perpetrated against her by Defendants.

152. Defendant Voskin, as Owner and Kamara's superior with authority over the terms and conditions of her employment, is personally, directly, and individually liable for the conduct described above, and, in the alternative, aided and abetted the conduct described above.

153. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Kamara has suffered, and continues to suffer, monetary and/or economic harm, severe mental anguish, and emotional distress for which she is entitled to an award of monetary damages and other relief.

154. Kamara is entitled to an award of compensatory damages, economic damages, emotional distress damages, punitive damages, prejudgment interest, post-judgment interest, attorney's fees, costs, disbursements, and other relief the Court may deem just and proper.

DEMAND FOR RELIEF

WHEREFORE, it is respectfully requested that the Court enter judgment in favor of Plaintiff Sao Kamara against Defendant My Goal Solutions Inc. d/b/a Goals Plastic Surgery in an amount to be determined by the finder of fact, on the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and Twelfth Causes of Action, awarding compensatory damages, economic damages, emotional distress damages, liquidated damages, punitive damages,

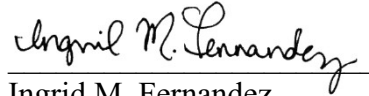
prejudgment interest, post-judgment interest, attorneys' fees and costs, disbursements, and granting such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: September 1, 2026
New York, New York

Respectfully Submitted,



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