SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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ELIZABETH DIAZ

Plaintiff,

-against-

THE CITY OF NEW YORK; DARLENE MARTINEZ; SEAN DILLON; and MELISSA POLANCO

Defendants

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Summons

Index No.

Jury Demand

To the above-named Defendants:

You are hereby summoned and required to serve a written answer to the annexed Verified Complaint upon plaintiff's attorney at the address stated below.

If this Summons and Verified Complaint are personally delivered to you within the State of New York, you must serve your answer within twenty (20) days after service, exclusive of the day of service.

If service is made upon you in a manner for which the New York Civil Practice Law and Rules provides a thirty-day period to appear, you must serve your answer within thirty (30) days after service is complete.

If you fail to appear, answer, or otherwise respond within the time prescribed by law, judgment may be entered against you by default for the relief demanded in the Verified Complaint.

Venue is proper in Bronx County pursuant to CPLR §§ 503(a) and 504(3), as a substantial part of the events and omissions giving rise to this action occurred in Bronx County,

where plaintiff Elizabeth Diaz was employed by the Office of the Bronx County District Attorney.

This action seeks relief under the New York State Human Rights Law and the New York City Human Rights Law for age discrimination, disability discrimination, failure to provide reasonable accommodation, retaliation, discrimination based upon status as a victim of stalking, failure to engage in cooperative dialogue, and related unlawful employment practices.

Dated: October 15, 2026
Yonkers, N.Y.

Respectfully submitted,

By: s/Eric Sanders
Attorney for Plaintiff ELIZABETH DIAZ

**THE SANDERS FIRM, P.C.**
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DEFENDANT ADDRESSES

THE CITY OF NEW YORK
c/o New York City Law Department
Office of the Corporation Counsel
100 Church Street
New York, New York 10007

DARLENE MARTINEZ, SEAN DILLON, and MELISSA POLANCO
c/o Office of the Bronx County District Attorney
198 East 161st Street
Bronx, New York 10451

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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ELIZABETH DIAZ

Plaintiff,

-against-

THE CITY OF NEW YORK; DARLENE MARTINEZ; SEAN DILLON; and MELISSA POLANCO

Defendants

----------x

Verified Complaint

Index No.

Jury Demand

Plaintiff ELIZABETH DIAZ, by her attorney THE SANDERS FIRM, P.C., complaining of defendants THE CITY OF NEW YORK; DARLENE MARTINEZ; SEAN DILLON; and MELISSA POLANCO, alleges as follows:

## INTRODUCTION

Plaintiff ELIZABETH DIAZ brings this action against defendants THE CITY OF NEW YORK, DARLENE MARTINEZ, SEAN DILLON, and MELISSA POLANCO for discriminatory and retaliatory employment practices arising from her age, disability, and status as a victim of stalking. After nearly four decades of public service with the Office of the Bronx County District Attorney, DIAZ and her daughter, also an employee of the Office, were suspended for thirty days because her daughter escorted her safely to her workstation to protect her from a known stalker. The disciplinary proceedings were imposed notwithstanding management's longstanding knowledge of the stalking and the express verbal authorization of the protective arrangement by Chief of Detective Investigators Frank Chiara and Deputy Chief of Detective Investigators Terence Mulderrig.

Beginning in December 2021, DIAZ endured approximately two years of sexually explicit harassment, stalking, intimidation, and unwanted communications by Courtney Lindsay, a former neighbor who became sexually obsessed with her after she assisted him with an emergency rental-assistance application. Lindsay repeatedly contacted DIAZ and her daughter, sent degrading sexual propositions and unsolicited pornographic photographs, circumvented attempts to block his communications, and questioned DIAZ about her employment schedule. His conduct resulted in criminal charges following his arrest on January 4, 2024, and caused DIAZ significant anxiety, disrupted sleep, psychological distress, and fear of physical or sexual assault. Despite the criminal investigation and management's authorization of her daughter's protective escorts, the Office characterized those escorts as abuse of time and leave, depriving both employees of compensation and adversely affecting DIAZ's pension benefits.

On April 30, 2025, defendant SEAN DILLON, acting under the disciplinary authority of defendant DARLENE MARTINEZ, executed a coercive Last Chance Agreement imposing thirty-six months of disciplinary probation, restricting DIAZ's ability to challenge subsequent discipline, and exposing her to termination during a consequential period of her retirement planning. The agreement remained in effect throughout 2026 while MARTINEZ and defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning DIAZ's reassignment, workplace complaints, and continuing employment difficulties. Despite her reported psychological condition and requests for assistance, DIAZ remained subject to disciplinary scrutiny and the threat of termination. In October 2026, she was advised that she might have to consider retirement rather than contest additional disciplinary allegations.

DIAZ alleges that defendants transformed a previously authorized workplace safety measure into grounds for discriminatory punishment, disregarded her disability-related

accommodation needs, and maintained employment restrictions threatening the compensation, pension benefits, and retirement security she had accumulated over nearly four decades. This action seeks relief under the New York State Human Rights Law and New York City Human Rights Law for age discrimination, disability discrimination, hostile work environment, retaliation, failure to provide reasonable accommodation, failure to engage in cooperative dialogue, and discrimination based upon her status as a victim of stalking.

## JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction over this action pursuant to Article VI, § 7(a) of the New York Constitution, which vests the Supreme Court of the State of New York with general original jurisdiction in law and equity.

2. Plaintiff asserts causes of action arising under the New York State Human Rights Law, Executive Law § 296, et seq., and the New York City Human Rights Law, New York City Administrative Code § 8-107, et seq., and seeks legal and equitable relief within this Court's general jurisdiction.

3. Venue is proper in Bronx County pursuant to CPLR §§ 503(a) and 504(3) because a substantial part of the events and omissions giving rise to plaintiff's claims occurred in Bronx County, where plaintiff ELIZABETH DIAZ was employed by the Office of the Bronx County District Attorney and where the challenged employment practices occurred.

4. Defendant THE CITY OF NEW YORK is a municipal corporation organized and existing under the laws of the State of New York and is subject to suit in this Court.

## PROCEDURAL REQUIREMENTS

5. Plaintiff has satisfied all procedural requirements necessary to maintain this action under the New York State Human Rights Law and the New York City Human Rights Law.

6. This action is timely commenced. The discriminatory and retaliatory conduct alleged herein occurred beginning in 2025 and continued through at least October 2026, including the thirty-day disciplinary suspension imposed upon plaintiff, the April 30, 2025 Last Chance Agreement, the resulting loss of compensation and adverse pension consequences, the continuation of disciplinary scrutiny, and threats of termination. Plaintiff's claims fall within the applicable three-year limitations' periods governing civil actions under the New York State Human Rights Law and the New York City Human Rights Law. New York City Administrative Code § 8-502(d) expressly provides a three-year limitations period for civil actions brought under the NYCHRL.

7. Plaintiff was not required to exhaust administrative remedies before commencing this action. Both Executive Law § 297(9) and New York City Administrative Code § 8-502(a) expressly authorize an aggrieved person to commence a civil action in a court of appropriate or competent jurisdiction, subject to their respective election-of-remedies provisions.

8. No notice of claim under General Municipal Law §§ 50-e or 50-i was required as a condition precedent to plaintiff's Human Rights Law claims against defendant THE CITY OF NEW YORK or the individual defendants. The Court of Appeals has held that Human Rights Law claims are not tort claims within General Municipal Law § 50-e and are not claims for personal injury, wrongful death, or property damage within General Municipal Law § 50-i. *Margerum v. City of Buffalo*, 24 N.Y.3d 721, 730 (2015).

9. The Appellate Division has likewise recognized that a plaintiff asserting Human Rights Law claims against THE CITY OF NEW YORK is not required to serve a notice of claim pursuant to General Municipal Law §§ 50-e and 50-i. *Seifullah v. City of New York*, 161 A.D.3d 1206, 1207 (2d Dep't 2018).

10. Plaintiff's claims arise from discriminatory and retaliatory employment practices occurring within the applicable limitations' periods. The earlier stalking incidents and reports beginning in 2021 and 2022 provide relevant background concerning defendants' knowledge of plaintiff's circumstances, the accommodation authorized by supervisory personnel, and the discriminatory treatment that followed. The actionable employment practices include the disciplinary measures imposed in 2025 and the subsequent conduct continuing through 2026.

11. Within ten (10) days after commencement of this action, plaintiff will serve a copy of the Verified Complaint upon the representatives designated by the New York City Commission on Human Rights and the Corporation Counsel of the City of New York, as required by New York City Administrative Code § 8-502(c).

12. Plaintiff has therefore satisfied, or will timely satisfy upon commencement, all conditions precedent applicable to the claims asserted in this action.

**PLAINTIFF**

13. Plaintiff ELIZABETH DIAZ is a natural person employed by the Office of the Bronx County District Attorney.

14. Plaintiff began her employment with the Office in March 1988 and has devoted nearly four decades to public service, performing administrative, investigative support, and supervisory responsibilities.

15. Throughout her employment, plaintiff acquired substantial institutional knowledge and experience supporting senior management and investigative personnel.

16. At the time of the challenged disciplinary proceedings in 2025, plaintiff was approximately fifty-five years old and had accumulated substantial pension and retirement interests.

17. Beginning in December 2021, plaintiff became the victim of prolonged stalking, sexual harassment, intimidation, and threats by Courtney Lindsay, a former neighbor.

18. The stalking caused plaintiff significant anxiety, disrupted sleep, emotional distress, and continuing fear for her personal safety, circumstances repeatedly reported to supervisory personnel.

19. Plaintiff's supervisors knew of her circumstances and authorized a protective arrangement under which her daughter, another employee of the Office, escorted her to her workstation.

20. In March 2025, plaintiff was subjected to a thirty-day suspension that deprived her of compensation and adversely affected her pension benefits, followed by a thirty-six-month Last Chance Agreement.

21. Plaintiff alleges that defendants subjected her to discriminatory and retaliatory employment practices because of her age, disability-related circumstances, and status as a victim of stalking, in violation of the New York State Human Rights Law and the New York City Human Rights Law.

**DEFENDANTS**

22. Defendant THE CITY OF NEW YORK is a municipal corporation organized and existing under the laws of the State of New York. At all relevant times, THE CITY OF NEW YORK was plaintiff's employer and acted through the Office of the Bronx County District Attorney, its executives, Human Resources personnel, Labor Relations officials, managers, supervisors, and other employees responsible for the terms and conditions of plaintiff's employment.

23. At all relevant times, defendant DARLENE MARTINEZ was the Chief Human Resources Officer of the Office of the Bronx County District Attorney. MARTINEZ exercised substantial authority over personnel matters affecting plaintiff, including disciplinary proceedings, workplace accommodations, employee complaints, transfers, reassignments, and the administration of employment policies.

24. Plaintiff alleges that MARTINEZ exercised supervisory authority over the disciplinary process through which plaintiff and her daughter were suspended for thirty days following allegations of abuse of time and leave arising from the protective escorts previously authorized by supervisory personnel.

25. MARTINEZ exercised authority over defendant SEAN DILLON, Director of Labor Relations and Discipline, who executed the April 30, 2025 Stipulation and Agreement imposing a thirty-six-month disciplinary probationary period upon plaintiff. Plaintiff alleges that MARTINEZ participated in and exercised authority over the discriminatory disciplinary measures that adversely affected plaintiff's compensation, pension benefits, and continued employment.

26. During 2026, MARTINEZ personally participated in addressing plaintiff's workplace complaints, temporary reassignment, supervisory concerns, and potential additional disciplinary proceedings. Plaintiff alleges that MARTINEZ knew of plaintiff's concerns about the continuing consequences of the Last Chance Agreement and the possibility of termination but failed to correct the discriminatory employment conditions alleged herein.

27. Plaintiff sues MARTINEZ in her individual and official capacities based upon her supervisory authority, personal participation in the challenged disciplinary and employment

decisions, and involvement in the discriminatory and retaliatory employment practices alleged herein.

28. At all relevant times, defendant SEAN DILLON was the Director of Labor Relations and Discipline for the Office of the Bronx County District Attorney and exercised authority concerning employee disciplinary proceedings, disciplinary agreements, and the administration of employment-related sanctions.

29. On April 30, 2025, DILLON, acting under the authority of MARTINEZ, executed a Stipulation and Agreement on behalf of the Office concerning allegations of abuse of time and leave against plaintiff. The agreement imposed a thirty-six-month disciplinary probationary period, restricted plaintiff's ability to challenge subsequent disciplinary action, and exposed her to potential termination without appeal under its terms.

30. Plaintiff alleges that DILLON participated in formalizing and implementing discriminatory disciplinary measures arising from protective conduct associated with plaintiff's known stalking victimization, notwithstanding management's prior authorization of the escort arrangements and knowledge of their purpose.

31. Plaintiff sues DILLON in his individual and official capacities based upon his participation in the challenged disciplinary agreement and the discriminatory and retaliatory employment practices alleged herein.

32. At all relevant times, defendant MELISSA POLANCO was a Human Resources official employed by the Office of the Bronx County District Attorney who participated in personnel matters affecting plaintiff's employment, workplace assignments, supervisory relationships, and employment conditions.

33. During 2026, POLANCO participated in Human Resources communications and proceedings concerning plaintiff's temporary reassignment, workplace complaints, and continuing concerns regarding her employment status and potential disciplinary consequences.

34. Plaintiff alleges that POLANCO participated in the administration and handling of employment matters that perpetuated the discriminatory conditions imposed upon plaintiff and contributed to the continuing scrutiny and uncertainty concerning her employment.

35. Plaintiff sues POLANCO in her individual and official capacities based upon her personal participation in the discriminatory and retaliatory employment practices alleged herein.

36. Plaintiff alleges that defendants MARTINEZ, DILLON, and POLANCO exercised authority over, participated in, or administered employment decisions affecting plaintiff's compensation, disciplinary status, workplace accommodations, employment conditions, and continued employment, including the challenged suspension, Last Chance Agreement, and subsequent disciplinary treatment, as more particularly alleged herein.

37. Plaintiff alleges that defendants MARTINEZ, DILLON, and POLANCO personally participated in, authorized, facilitated, or perpetuated one or more of the discriminatory or retaliatory employment practices alleged herein and are subject to individual liability, including aiding-and-abetting liability under Executive Law § 296(6) and New York City Administrative Code § 8-107(6).

## BACKGROUND

### Plaintiff's Employment History and Nearly Four Decades of Public Service

38. Plaintiff ELIZABETH DIAZ began her employment with the Office of the Bronx County District Attorney in March 1988 and has devoted nearly four decades to public service.

39. Throughout her employment, plaintiff served in several divisions of the Office, developing substantial institutional knowledge and experience in administrative operations, investigative support, personnel coordination, and supervisory responsibilities.

40. By August 2011, plaintiff was assigned to the Litigation Training Department, where she served as Administrative Assistant to the Chief of Litigation Training.

41. Following an approved leave of absence between August 2015 and August 2017, plaintiff returned to work and subsequently served in several divisions, including Recruitment and the Detective Investigators Department.

42. In January 2018, plaintiff was permanently assigned to the Detective Investigators Department, where she served as Administrative Assistant to the Chief and provided administrative support throughout the division.

43. Plaintiff's responsibilities included coordinating departmental operations, maintaining records, assisting senior investigative personnel, managing communications, and performing duties necessary to support the division's daily operations.

44. In November 2023, plaintiff assumed additional responsibilities associated with the Civilian Complaint Unit while continuing to perform substantial administrative duties within the Detective Investigators Department.

45. Plaintiff's 2023–2024 performance evaluation, completed by Chief Chiara, reflected favorable assessments of her professional responsibilities, including communication, interpersonal skills, supervision, initiative, and reliability.

46. The evaluation further recognized that plaintiff had assumed a dual role as an administrative assistant and supervisor of professional staff within the Civilian Complaint Unit,

with increased responsibilities for which she was recommended to receive additional compensation.

47. Beginning in January 2024, plaintiff repeatedly requested a salary adjustment commensurate with her expanded responsibilities. Despite continuing to perform those duties, she did not receive the requested salary adjustment.

48. By March 2025, plaintiff was approximately fifty-five years old and had accumulated nearly four decades of employment, substantial institutional experience, and significant pension and retirement interests.

**The Stalking, Sexual Harassment, and Threats Against Plaintiff**

49. In June 2021, plaintiff ELIZABETH DIAZ was approached by Courtney Lindsay, a former neighbor, concerning assistance with an application under the Emergency Rental Assistance Program ("ERAP"), which had been established during the COVID-19 pandemic to assist individuals experiencing financial hardship. Lindsay had been referred to plaintiff by another neighbor because she was familiar with the application process and the documentation required to obtain assistance.

50. Plaintiff agreed to provide Lindsay with information concerning the application and permitted him to contact her through her personal cellular telephone for that limited purpose. Plaintiff did not have a romantic, intimate, sexual, or domestic relationship with Lindsay, nor did she invite or encourage any personal or sexual relationship with him. Shortly thereafter, Lindsay approached plaintiff's adult daughter and requested her telephone number. Although her daughter initially declined, Lindsay subsequently obtained her contact information through another means, extending his ability to communicate with both women beyond the limited assistance plaintiff had agreed to provide.

51. By December 2021, plaintiff and her daughter began receiving persistent, unwanted telephone calls and sexually explicit text messages from Lindsay. What had begun as an ordinary effort to assist a neighbor developed into an increasingly disturbing pattern of obsessive communications, sexual propositions, harassment, stalking, and intimidation. Lindsay repeatedly contacted plaintiff through unfamiliar telephone numbers, made degrading comments about her body, described sexual acts he wanted to perform upon her, and continued attempting to communicate after she blocked his numbers and rejected his unwanted advances.

52. The communications were neither innocent expressions of romantic interest nor isolated inappropriate remarks. Lindsay repeatedly attempted to force plaintiff into sexually explicit conversations, despite the absence of any intimate relationship or invitation to discuss sexual matters. His conduct became especially alarming because he knew where plaintiff lived, had obtained her daughter's contact information, and demonstrated an unwillingness to respect plaintiff's attempts to terminate contact. Plaintiff understood that the person making these unwanted sexual demands was someone who could physically approach her, rather than an anonymous individual communicating from an unknown location.

53. On May 10, 2022, at approximately 2:12 a.m., Lindsay contacted plaintiff with messages asking whether he could reveal his identity and expressing his desire to engage in sexual activity with her. In another communication, Lindsay wrote, “I really love the size of your ass.” The sexually aggressive character of his communications was subsequently documented in a sworn Criminal Court Information, which attributed to Lindsay the statement, “I LOVE YOUR ASS SIZE. I HAVE BEEN WANTING TO EAT YOUR ASS SINCE THE FIRST TIME I SAW YOU. I WANT TO LICK YOUR PUSSY AND YOUR ASS. YOU HAVE MORE ASS THAN I HAVE EVER SEEN. I WANT YOU TO SIT ON MY FACE.” Plaintiff had never consented to

receiving these degrading propositions, which reduced her to the object of Lindsay's unwanted sexual fixation.

54. Lindsay's messages became progressively more graphic and intrusive. In one communication, he wrote, “I really wanna have your big ass in my face.” In another, he asked, “You don't got a problem with me telling you those freaky stuff,” before questioning whether plaintiff would permit him to act upon his sexual demands. These were not abstract sexual comments. Lindsay repeatedly described acts he wanted to perform upon plaintiff's body, sought her participation in unwanted sexual conversations, and continued pressing his demands notwithstanding the absence of any indication that plaintiff welcomed his attention.

55. Lindsay also sent messages concerning oral and anal sexual activity, including the statement, “I've been wanting to eat your ass from the first time I see you.” In another communication, he asked whether plaintiff would permit him to perform the acts he described and offered to send her money through Zelle, introducing a financial proposition into his ongoing sexual harassment. Plaintiff understood these communications as humiliating, invasive, and increasingly threatening because Lindsay appeared unwilling to accept that she did not want a sexual relationship or further contact with him.

56. The harassment continued over an extended period and involved multiple telephone numbers. According to the Criminal Court Information, plaintiff expressly instructed Lindsay on or about June 10, 2022, at approximately 3:00 p.m., to stop contacting her. Nevertheless, on or about June 11, 2022, at approximately 10:00 a.m., Lindsay contacted her again from telephone number 929-395-0238, stating, “I REALLY LIKE YOUR ASS.” On June 30, 2022, he continued sending unwanted sexual propositions, and on July 2, 2022, he asked

plaintiff, “Would you let me dick your ass?” These communications demonstrated Lindsay's continuing refusal to respect plaintiff's express demand that he cease all contact.

57. In another sexually explicit message, Lindsay stated, “All I wanna do is eat your pussy an lick your ass,” followed by a demand that plaintiff respond to him. Other communications included the statements, “I love your ass size,” “Plz let me eat iir,” and “I wanna eat you ok.” Lindsay also wrote that he had never seen a woman with so much “ass” and described plaintiff as sexually attractive. The repeated references to oral and anal sexual activity, unsolicited descriptions of acts he wanted to perform, and persistent commentary concerning plaintiff's body caused her to feel sexually degraded, frightened, and increasingly vulnerable to the possibility that Lindsay would attempt to act upon his expressed desires.

58. Lindsay's conduct was particularly disturbing because his communications were directed toward a woman whose residence and personal circumstances were familiar to him. He had encountered plaintiff in her neighborhood, obtained her telephone number through an otherwise legitimate request for assistance, and acquired her daughter's contact information despite her initial refusal to provide it. Plaintiff could not dismiss the messages as anonymous obscenity because Lindsay was an identifiable person who knew where she lived and had demonstrated a willingness to disregard her personal boundaries.

59. Lindsay also displayed an interest in plaintiff's daily movements and employment schedule. On June 30, 2022, at approximately 11:43 a.m., he sent plaintiff a message asking, “Wat time u leave work?” Plaintiff regarded the question as particularly alarming because Lindsay had already subjected her to persistent sexually explicit communications and had expressed an obsessive interest in her body. She feared that his inquiry concerning her departure from work was intended to determine when and where he might confront her. Lindsay also made

comments about plaintiff's arrival at work and clothing, including remarks that she understood to mean he knew when she had arrived and what she was wearing.

60. Plaintiff's concerns extended far beyond embarrassment or offense at Lindsay's vulgar language. She feared that his fixation could escalate from sexually explicit telephone communications into an unwanted physical encounter or sexual assault. Lindsay's repeated references to acts he wanted to perform upon her, his knowledge of her residence, his inquiries concerning her movements, and his refusal to discontinue contact caused plaintiff to fear being approached while alone. She could not predict when Lindsay might appear, whether he was watching her movements, or whether he might also confront or harm her daughter.

61. Plaintiff repeatedly attempted to stop the harassment by blocking Lindsay's telephone numbers and refusing to engage with his sexual propositions. Lindsay nevertheless continued contacting her through additional telephone numbers, circumventing her efforts to prevent further communications. The criminal investigation eventually identified four numbers associated with the unwanted contacts: 929-252-0514, 929-395-0238, 917-419-0215, and 914-257-4894. Lindsay's ability to reach plaintiff through different numbers reinforced her belief that ordinary measures to protect her privacy were ineffective and that he would continue intruding upon her life despite her express objections.

62. In or about June 2022, plaintiff filed a formal complaint with the NYPD's 52nd Precinct concerning Lindsay's continuing harassment and stalking. During the investigation, plaintiff was advised that additional evidence was necessary to establish the responsible individual's identity and support enforcement action. Although plaintiff understood that investigators were examining the matter, the absence of an immediate arrest left her fearful that

Lindsay would continue contacting her or escalate his conduct before law enforcement could intervene.

63. Plaintiff preserved Lindsay's sexually explicit messages, documented telephone numbers, recorded dates and times, and continued cooperating with investigators. The process required her to repeatedly revisit communications describing unwanted sexual acts, retain offensive photographs, and explain the circumstances to law enforcement personnel. Rather than ending after plaintiff sought police assistance, the harassment continued. The Criminal Court Information subsequently alleged that Lindsay telephoned or texted plaintiff at least forty times between May 10, 2022, and December 28, 2023, notwithstanding her express instruction that he cease all communication. Each additional contact reinforced plaintiff's belief that Lindsay would not voluntarily stop.

64. The emotional consequences became increasingly severe. Plaintiff experienced persistent anxiety, interrupted sleep, difficulty concentrating, and recurring fear that Lindsay might appear at her residence, confront her while traveling, or approach her at work. His communications frequently interrupted her peace of mind because she did not know when another sexually explicit message might arrive or whether the next encounter would occur in person. Plaintiff began anticipating danger during activities that had previously been ordinary parts of her daily routine.

65. Plaintiff's concern for her daughter compounded her distress. Her daughter had previously experienced a physical assault, making the prospect of another threatening encounter particularly frightening for both women. Plaintiff feared that Lindsay might approach, intimidate, or harm her daughter, whose telephone number he had also obtained. Their concern for one another caused them to remain close for reassurance and protection, particularly because neither

could predict how Lindsay might respond to continued rejection or efforts to involve law enforcement.

66. By July 2022, plaintiff's fear of an unexpected confrontation had substantially affected her ability to perform ordinary activities without anxiety. Walking into her workplace became emotionally overwhelming. Instead of entering the building and proceeding directly to her professional responsibilities, plaintiff found herself examining her surroundings, watching individuals near entrances, and wondering whether Lindsay might be waiting for her. She described feeling vulnerable whenever she entered or exited the building because she could not determine whether the man repeatedly making sexually aggressive demands knew where she was or intended to confront her.

67. Plaintiff's fear continued after she reached her workstation. She remained concerned that Lindsay could appear outside the building, intercept her while entering or leaving, or otherwise translate his obsessive communications into a physical confrontation. The workplace, where plaintiff had spent decades performing her responsibilities, no longer provided the sense of security she had previously associated with her ordinary employment routine. Her distress did not arise from an unwillingness to work; it arose from the persistent uncertainty that a man who repeatedly disregarded her boundaries might attempt to approach or assault her.

68. Lindsay's conduct also disrupted plaintiff's life outside the Office. She became reluctant to walk alone, leave familiar surroundings, or engage in ordinary activities without considering whether he might appear. Plaintiff and her daughter increasingly remained together for reassurance and protection, while their daily lives became dominated by concerns about Lindsay's next communication, his possible whereabouts, and whether his sexually aggressive

fixation would eventually result in physical harm. Plaintiff described living in a continuing state of apprehension, emotional exhaustion, and fear.

69. By December 2022, plaintiff had endured approximately one year of sexually explicit harassment, obsessive communications, intimidation, and uncertainty concerning her personal safety. She continued reporting the incidents and her deteriorating emotional condition to supervisory personnel, including Chief Chiara, Deputy Chief Mulderrig, Lieutenant Brian O'Loughlin, Lieutenant Merrybet Tavarez, and Lieutenant Vincent Cantarella. Plaintiff explained that she feared Lindsay might physically attack or sexually assault her and that the continuing harassment was affecting her sleep, psychological well-being, and ability to feel safe. Her supervisors were therefore aware that the matter involved more than unwanted messages; it involved an ongoing threat plaintiff believed could affect her ability to enter and leave her workplace safely.

70. On January 23, 2023, plaintiff reported receiving sexually explicit photographic material depicting sexual activity between unidentified individuals. Plaintiff described the material as deeply disturbing because Lindsay's communications were no longer limited to written descriptions of the acts he wanted to perform upon her. The transmission of sexually graphic images forced plaintiff to confront depictions of sexual activity she had neither requested nor consented to receive, further intensifying the humiliation, fear, and psychological distress she experienced.

71. The sexually explicit material included a photograph depicting a man engaged in oral sexual activity involving a woman. Plaintiff understood the image as another manifestation of Lindsay's fixation upon sexual acts involving her body and his continuing refusal to respect her personal autonomy. The Criminal Court Information separately documented a photograph

transmitted on December 12, 2023, depicting an unidentified man performing oral sex on an unidentified woman's anus. Plaintiff regarded these unsolicited sexual images as threatening and degrading because they accompanied repeated messages describing what Lindsay wanted to do to her.

72. By January 2023, plaintiff had experienced more than a year of persistent sexual harassment and increasingly intrusive conduct. The unsolicited photographic material, repeated explicit propositions, and continued efforts to reach her through different telephone numbers reinforced her fear that Lindsay's behavior was escalating. Plaintiff believed that his inability or unwillingness to accept rejection created a risk that the harassment could culminate in an unwanted physical encounter or sexual assault. She remained particularly concerned about entering or leaving locations where Lindsay might be able to approach her without warning.

73. On January 23, 2023, plaintiff again sought assistance from the NYPD's 52nd Precinct. Detective Pedro Gomez became involved in investigating the harassment and worked with Assistant District Attorney Izamar Plaza concerning the communications, including efforts to identify the telephone numbers used to contact plaintiff, obtain relevant subscriber information, and determine whether Lindsay could be connected to the messages. Plaintiff cooperated with those efforts while continuing to preserve evidence and report additional communications.

74. Throughout 2023, investigators continued examining telephone records, communications, photographs, and subscriber information associated with the numbers used to contact plaintiff. The investigation required additional time to identify the responsible individual and establish the connection between the various telephone numbers and Lindsay. Plaintiff remained fearful while awaiting developments because Lindsay's demonstrated ability to change

numbers and circumvent blocks made it difficult for her to prevent additional harassment or anticipate his next communication.

75. On or about December 12, 2023, at approximately 3:00 p.m., Lindsay sent another sexually explicit photograph to plaintiff from telephone number 917-419-0215. According to the sworn Criminal Court Information, the photograph depicted an unidentified man performing oral sex on an unidentified woman's anus. The image was unsolicited, and plaintiff had not agreed to receive sexually graphic photographic material. After approximately two years of unwanted sexual communications, plaintiff regarded this additional photograph as further evidence that Lindsay remained fixated upon imposing explicit sexual content upon her despite her repeated demands that he stop.

76. On or about December 28, 2023, at approximately 9:00 a.m., Lindsay sent another sexually explicit message from telephone number 914-257-4894, stating, “I WANT TO EAT YOUR ASS, BABY.” The communication occurred more than eighteen months after plaintiff had expressly instructed Lindsay to cease contact and approximately two years after the harassment began. Plaintiff understood the message as another demonstration that Lindsay continued to disregard her objections, persisted in directing sexual demands toward her, and remained unwilling to leave her alone notwithstanding the involvement of law enforcement.

77. Lindsay's conduct was subsequently documented in a sworn Criminal Court Information filed in the Criminal Court of the City of New York, Bronx County, following his arrest under Arrest No. B24600636. The Information, executed on January 5, 2024, charged Lindsay with Aggravated Harassment in the Second Degree, Penal Law § 240.30(2); Stalking in the Fourth Degree, Penal Law § 120.45(1); a separate count of Stalking in the Fourth Degree, Penal Law § 120.45(2); Stalking in the Third Degree, Penal Law § 120.50(3); and Harassment in

the Second Degree, Penal Law § 240.26(1). The charging instrument therefore alleged four misdemeanor offenses and one violation arising from the documented pattern of harassment and stalking.

78. The Criminal Court Information alleged that Lindsay contacted plaintiff by telephone or text message at least forty times between May 10, 2022, and December 28, 2023, despite plaintiff's express demand that he stop contacting her. It identified specific sexually explicit communications, the June 10, 2022 instruction to cease contact, subsequent messages transmitted despite that instruction, and the unsolicited pornographic photograph sent in December 2023. The Information further stated that investigators associated with the Bronx District Attorney's Office examined the telephone numbers used in the communications and obtained subscriber information identifying Courtney Lindsay as the individual associated with those numbers.

79. The NYPD investigative and arrest records likewise documented plaintiff's complaints and the sexually explicit character of Lindsay's conduct. Those records described messages commenting upon plaintiff's buttocks, propositions involving oral and anal sexual activity, continuing contact after plaintiff demanded that Lindsay stop, and the transmission of sexually graphic photographic material. The official records therefore documented the conduct underlying plaintiff's fear and established that her reports to supervisory personnel concerned an identifiable individual whose communications had become the subject of criminal investigation and prosecution.

80. On January 4, 2024, Lindsay was arrested in connection with the stalking and harassment investigation. The following day, January 5, 2024, Detective Patricia Gomez of the Bronx District Attorney's Office executed the Criminal Court Information setting forth the

charged offenses and supporting factual allegations. Because plaintiff was employed by the Office of the Bronx County District Attorney, the criminal matter was approved for assignment to a special prosecutor in January 2024 to address the conflict of interest. The arrest and filing of the Information confirmed that the sexually explicit communications and unwanted contacts had progressed beyond plaintiff's personal complaints and had become the subject of formal criminal charges.

81. Lindsay's arrest did not erase the psychological consequences of what plaintiff and her daughter had endured. For approximately two years, plaintiff had been subjected to unsolicited sexual propositions, explicit descriptions of oral and anal sexual activity, unwanted pornographic photographs, repeated telephone contacts, and continuing efforts to circumvent her attempts to block communication. The harassment came from a man who knew where she lived, had obtained her daughter's contact information, and had demonstrated an interest in her employment schedule and daily movements. Plaintiff's fear of an unwanted physical confrontation did not disappear simply because Lindsay had been arrested.

82. Plaintiff alleges that the prolonged stalking and sexual harassment fundamentally changed her sense of personal safety. Entering buildings, traveling to work, walking without accompaniment, and leaving familiar surroundings became sources of continuing anxiety. Plaintiff no longer approached her workplace as an environment in which she could simply arrive and perform her professional responsibilities without fear. Her daughter's efforts to accompany and protect her arose from the documented history of stalking, the explicit sexual communications, plaintiff's deteriorating psychological condition, and the continuing fear that Lindsay might confront her. The escorts were undertaken for plaintiff's protection, not to obtain unauthorized leave, evade work responsibilities, or abuse employment time.

83. Plaintiff repeatedly communicated the stalking, sexually explicit harassment, criminal investigation, threats to her sense of safety, and resulting psychological distress to supervisory personnel at the Office of the Bronx County District Attorney. Those circumstances formed the basis for the protective arrangement verbally authorized by Chief Chiara and Deputy Chief Mulderrig, permitting plaintiff's daughter to escort her safely to her workstation. The Office therefore possessed substantial information concerning the nature of Lindsay's conduct and the reason for the escorts well before the protective arrangement was subsequently characterized as abuse of time and leave and used as the basis for disciplinary proceedings against plaintiff and her daughter.

**Management's Knowledge of the Stalking and Plaintiff's Need for Protection**

84. Beginning in January 2022, plaintiff reported Courtney Lindsay's disturbing communications, sexually explicit harassment, and continuing unwanted contact to Chief Chiara and Deputy Chief Mulderrig. Plaintiff explained that an individual she had initially assisted with an emergency rental-assistance application had begun directing persistent sexual attention toward her, contacting her and her daughter without invitation, and engaging in conduct that caused her to fear for their personal safety.

85. Plaintiff informed Chief Chiara and Deputy Chief Mulderrig that Lindsay's communications included unsolicited sexual propositions, graphic descriptions of sexual acts, and repeated telephone contacts that continued despite her efforts to block his numbers and terminate communication. She explained that the harassment was interfering with her sleep, causing substantial anxiety, disrupting her daily activities, and leaving her fearful that Lindsay might physically confront or sexually assault her. Plaintiff further explained that Lindsay knew

where she lived and had demonstrated an interest in her movements, including when she arrived at or departed from work.

86. Throughout 2022, plaintiff continued reporting Lindsay's conduct to supervisory personnel as the harassment persisted and her psychological condition deteriorated. The circumstances were particularly disturbing because Lindsay repeatedly circumvented plaintiff's attempts to prevent contact, used unfamiliar telephone numbers, and continued directing sexually aggressive communications toward her despite her express refusal to engage with him. Plaintiff's reports placed management on notice that the conduct was ongoing, that ordinary attempts to prevent further contact had been ineffective, and that plaintiff feared the harassment would escalate into an unwanted physical encounter.

87. Supervisory personnel advised plaintiff to preserve Lindsay's threatening and sexually explicit communications, maintain records identifying the dates and times of the incidents, and document the telephone numbers used to contact her. Plaintiff followed that guidance while cooperating with law enforcement, retaining offensive messages and photographic material that she found humiliating and disturbing. The process required her to repeatedly examine and recount Lindsay's sexually degrading communications, further compounding the emotional distress caused by the harassment itself.

88. By December 2022, plaintiff had also reported the continuing harassment and her deteriorating emotional condition to Lieutenants O'Loughlin, Tavarez, and Cantarella. Plaintiff explained that she remained fearful for her physical safety, that Lindsay's sexual fixation had persisted for approximately one year, and that she could no longer comfortably perform ordinary activities without considering whether he might appear. Her reports included concerns about the safety of her daughter, who had also been subjected to unwanted communications and whose

prior experience with physical assault made the possibility of another threatening encounter particularly distressing.

89. Chiara, Mulderrig, O'Loughlin, Tavarez, and Cantarella were aware that plaintiff's circumstances involved prolonged stalking and sexually explicit harassment rather than an isolated interpersonal disagreement. Plaintiff had described Lindsay's persistent communications, refusal to respect her demands that he stop, familiarity with her residence and employment schedule, and conduct that caused her to fear physical confrontation or sexual assault. These officials therefore knew that plaintiff's distress arose from an identifiable individual whose conduct had interfered with her sleep, psychological well-being, personal security, and ability to travel to and from work without apprehension.

90. In January 2023, investigative personnel became involved in assisting plaintiff with the continuing harassment, including Detective Pedro Gomez, who worked with Assistant District Attorney Izamar Plaza concerning the identification of telephone numbers, preservation of communications, and investigation of Lindsay's conduct. Plaintiff continued cooperating with investigators while reporting the emotional consequences of the harassment to supervisory personnel. The involvement of law enforcement and prosecutorial personnel further demonstrated that plaintiff's concerns involved conduct sufficiently serious to warrant a criminal investigation, rather than unsupported fears or ordinary workplace anxiety.

91. In April 2023, Detective Chief of Rackets Peter Holness became involved in plaintiff's circumstances and provided guidance and assistance during a period that plaintiff described as among the most frightening and emotionally devastating of her life. Plaintiff remained concerned that Lindsay's ability to contact her through different telephone numbers, coupled with his sexually explicit communications and knowledge of her daily movements,

placed her at continuing risk of an unwanted confrontation. Deputy Chief Holness's involvement provided plaintiff with additional reassurance that her circumstances were being taken seriously, although the criminal investigation remained unresolved.

92. Throughout 2023, plaintiff continued receiving sexually explicit communications while investigators examined telephone records, photographs, and subscriber information associated with Lindsay's repeated contacts. The investigation continued for months, and plaintiff remained uncertain whether Lindsay would be identified, arrested, or prevented from contacting her. The unsolicited photographic material transmitted during the investigation, including the sexually graphic image sent in December 2023, reinforced plaintiff's fear that Lindsay remained fixated upon her and unwilling to discontinue his conduct.

93. The continuing harassment and uncertainty concerning Lindsay's intentions substantially affected plaintiff's ability to travel to work, enter the building, and proceed to her workstation without fear. Plaintiff described becoming increasingly anxious while approaching the workplace, scanning her surroundings for Lindsay, watching individuals near entrances, and questioning whether he might be waiting to confront her. The fear did not disappear when she entered the building because Lindsay's comments concerning her clothing and work schedule had caused her to believe that he might possess information about her movements.

94. Plaintiff's adult daughter, who was also employed by the Office of the Bronx County District Attorney but assigned to a different building, became increasingly concerned about her mother's psychological condition and personal safety. She observed the emotional consequences of the prolonged harassment, including plaintiff's fear of being alone, anxiety concerning an unexpected confrontation, and difficulty feeling secure while traveling to and entering work. Having herself previously experienced physical assault, plaintiff's daughter

understood the seriousness of her mother's fears and sought to provide reassurance and practical protection during the periods when plaintiff felt particularly vulnerable.

95. Because plaintiff feared that Lindsay might confront, attack, or sexually assault her while she was entering the workplace, her daughter began accompanying her into the building and escorting her to her workstation. The arrangement was intended to ensure that plaintiff could safely reach her assigned work location and continue performing her professional responsibilities. Plaintiff relied upon her daughter's presence because she felt vulnerable when walking alone, particularly after Lindsay's repeated sexual propositions, his inquiries concerning her work schedule, and his demonstrated ability to persist in contacting her despite her objections.

96. Chief Chiara and Deputy Chief Mulderrig knew that plaintiff's daughter was escorting her to her workstation because of the documented stalking, sexually aggressive communications, and resulting fear for her safety. Their knowledge arose from plaintiff's repeated reports concerning Lindsay's conduct, her deteriorating psychological condition, and the criminal investigation. They understood that the escorts were undertaken for plaintiff's protection and that her daughter was assisting her mother in circumstances arising from a prolonged course of harassment that management had been aware of for approximately two years.

97. Chief Chiara and Deputy Chief Mulderrig verbally authorized the protective arrangement permitting plaintiff's daughter to escort her safely to her workstation. Their authorization reflected management's recognition of plaintiff's circumstances and her need for assistance in entering the workplace without the overwhelming anxiety and fear she experienced when unaccompanied. Plaintiff relied upon that authorization in permitting her daughter to

accompany her and understood that the arrangement had been approved by supervisory officials familiar with the underlying stalking and its consequences.

98. The protective arrangement was therefore known to supervisory personnel, arose from an identified and documented safety concern, and was undertaken with management's permission. Plaintiff did not seek to obtain compensation for work that had not been performed, circumvent attendance requirements, or confer an unauthorized employment benefit upon her daughter. The escorts were intended to address the fear, vulnerability, and psychological difficulties resulting from Lindsay's prolonged stalking while allowing plaintiff to report to her workstation and perform her assigned duties. Plaintiff alleges that management's subsequent characterization of the same conduct as abuse of time and leave disregarded both the purpose of the arrangement and the authorization upon which she had relied.

99. Plaintiff alleges that the previously authorized escorts constituted a reasonable workplace accommodation addressing the employment-related consequences of her documented stalking victimization and associated psychological difficulties. The Office knew of the stalking, the criminal investigation, plaintiff's fear of physical and sexual violence, and the reasons her daughter accompanied her to work. Nevertheless, the protective conduct that Chiara and Mulderrig had authorized was subsequently used as the basis for disciplinary proceedings against plaintiff and her daughter, exposing both women to thirty-day suspensions and subjecting plaintiff to additional employment restrictions despite management's longstanding knowledge of the circumstances that made the accommodation necessary.

**The March 2025 Suspensions and Discriminatory Allegations of Abuse of Time and Leave**

100. In or about March 2025, defendant THE CITY OF NEW YORK, acting through the Office of the Bronx County District Attorney and under the authority of defendant

DARLENE MARTINEZ, Chief Human Resources Officer, subjected plaintiff and her daughter to disciplinary proceedings alleging abuse of time and leave arising from the daughter's practice of escorting plaintiff to her workstation. The disciplinary proceedings were initiated notwithstanding the Office's longstanding knowledge that plaintiff had experienced approximately two years of sexually aggressive stalking, unwanted communications, intimidation, and fear for her physical safety.

101. The disciplinary accusations arose from plaintiff's daughter's practice of leaving her assigned workplace in a separate building to accompany her mother to her workstation because plaintiff feared being confronted, attacked, or sexually assaulted by Courtney Lindsay. The escorts were undertaken in response to plaintiff's documented stalking victimization, Lindsay's repeated sexually explicit communications, his demonstrated interest in plaintiff's employment schedule, and the psychological difficulties plaintiff experienced when entering or leaving work without accompaniment.

102. The escorts were neither concealed from management nor undertaken without supervisory knowledge. Chief Chiara and Deputy Chief Mulderrig knew that plaintiff's daughter was accompanying her mother because of the stalking and had verbally authorized the protective arrangement. Plaintiff relied upon that authorization and understood that the escorts were permitted by officials who had been informed of Lindsay's conduct and recognized the circumstances giving rise to her need for protection.

103. The authorization arose from circumstances plaintiff had repeatedly reported to supervisory personnel beginning in January 2022, including Lindsay's unwanted sexual propositions, graphic communications, repeated efforts to circumvent blocked telephone numbers, and conduct that caused plaintiff to fear physical confrontation. The harassment had

also been the subject of a criminal investigation resulting in Lindsay's arrest on January 4, 2024, and the filing of a Criminal Court Information charging stalking, aggravated harassment, and related offenses.

104. Defendant MARTINEZ exercised authority over Human Resources matters affecting plaintiff and her daughter, including employee discipline, workplace accommodations, and the administration of personnel policies. Plaintiff alleges that the disciplinary proceedings occurred under MARTINEZ's authority notwithstanding the Office's knowledge of the stalking, the criminal investigation, and the protective arrangement previously authorized by supervisory personnel.

105. Plaintiff alleges that MARTINEZ participated in or permitted the disciplinary process through which the previously authorized protective escorts were characterized as violations of the Office's time-and-leave policies. The disciplinary allegations disregarded the circumstances under which the arrangement had been approved and the fact that plaintiff's daughter was accompanying her mother because plaintiff feared being confronted or attacked while reporting to work.

106. The disciplinary accusations concerned both plaintiff's employment time and her daughter's employment time. Plaintiff alleges that the Office treated the daughter's temporary presence at her mother's workstation as improper use of compensable work time without adequately distinguishing the protective activity authorized by Chief Chiara and Deputy Chief Mulderrig from deliberate misuse of attendance or leave privileges.

107. Plaintiff alleges that MARTINEZ and the responsible disciplinary officials disregarded the distinction between intentionally misappropriating employment time and participating in a management-authorized protective arrangement arising from documented

stalking victimization. Rather than examining the circumstances in which supervisory approval had been granted, the disciplinary proceedings treated the escorts as misconduct and imposed consequences upon both employees.

108. The Office proceeded with disciplinary charges instead of meaningfully addressing whether the existing arrangement should continue, whether alternative protective measures were appropriate, or whether plaintiff required additional assistance because of the continuing psychological effects of Lindsay's stalking. Plaintiff alleges that the Office failed to provide an appropriate accommodation assessment despite management's knowledge of her circumstances and the prior authorization of the escorts.

109. Plaintiff alleges that the disciplinary proceedings were motivated, at least in part, by her status as a victim of stalking and the employment-related consequences of that victimization. The accusation of abuse of time and leave served as the stated justification for penalizing conduct undertaken in response to Lindsay's actions, notwithstanding the Office's knowledge that plaintiff's daughter had accompanied her for protection under a previously authorized arrangement.

110. In March 2025, the Office imposed thirty-day suspensions upon plaintiff and her daughter. Both women were therefore subjected to disciplinary punishment arising from the same protective arrangement that supervisory personnel had authorized in response to plaintiff's documented fear for her personal safety.

111. Plaintiff alleges that MARTINEZ, exercising her authority as Chief Human Resources Officer, participated in or authorized the disciplinary process resulting in plaintiff's suspension despite the Office's knowledge of Lindsay's stalking, the criminal investigation,

plaintiff's reported psychological difficulties, and the protective arrangement approved by Chief Chiara and Deputy Chief Mulderrig.

112. The suspension deprived plaintiff of thirty days of compensation and adversely affected her pension benefits. These consequences extended beyond the immediate loss of wages because plaintiff had accumulated decades of public service and substantial retirement interests that were affected by the interruption in her employment compensation and service.

113. At the time of the suspension, plaintiff was over fifty years old, had worked for the Office since March 1988, and had accumulated nearly four decades of service. She was an experienced employee who had performed substantial administrative and supervisory responsibilities, including responsibilities associated with the Civilian Complaint Unit, and whose professional evaluations documented satisfactory performance.

114. Plaintiff alleges that her age, accumulated service, and proximity to retirement contributed to defendants' decision to impose and maintain the challenged disciplinary sanctions. The suspension and resulting employment restrictions adversely affected plaintiff during a consequential period in which her continued employment, compensation, and accumulated retirement benefits were particularly significant.

115. Plaintiff regarded the financial consequences as especially severe because she had devoted most of her adult working life to the Office. The prospect of losing compensation and suffering adverse pension consequences for participating in an authorized protective arrangement caused her to question whether her decades of service and professional contributions would receive meaningful consideration in the disciplinary process.

116. The suspension also intensified plaintiff's existing anxiety, emotional distress, disrupted sleep, and fear concerning her personal security. After approximately two years of

sexually explicit harassment, unwanted communications, and apprehension about a possible physical or sexual assault, plaintiff experienced the disciplinary proceedings as an additional source of fear and humiliation. The same workplace where she had sought protection from Lindsay's conduct was now imposing disciplinary punishment arising from the measures undertaken to keep her safe.

117. Plaintiff alleges that MARTINEZ and the responsible Human Resources officials failed to give appropriate consideration to plaintiff's documented psychological difficulties, the relationship between those difficulties and her need for workplace assistance, and the protective arrangement previously authorized by supervisory personnel. The disciplinary decision further aggravated plaintiff's emotional condition because she believed that her repeated reports of harassment and fear had ultimately been disregarded when the Office evaluated the conduct underlying the charges.

118. The disciplinary proceedings substantially undermined plaintiff's confidence in the Office and her sense of employment security. Plaintiff had repeatedly reported Lindsay's conduct, cooperated with investigators, preserved sexually graphic evidence, and relied upon supervisory authorization to address her fear of entering work alone. She now faced the loss of wages and adverse pension consequences because the Office characterized that same protective conduct as misconduct. Plaintiff alleges that the experience left her feeling vulnerable, unsupported, and fearful that additional employment consequences would follow.

119. Plaintiff alleges that defendants' actions constituted discriminatory treatment based upon her status as a victim of stalking, age, and disability-related circumstances. The March 2025 suspensions resulted in lost compensation, adverse pension consequences, and substantial emotional distress and established the foundation for the additional disciplinary

restrictions imposed through the April 30, 2025 Last Chance Agreement, which subjected plaintiff to thirty-six months of disciplinary probation and continuing threats to her employment and retirement security.

**The April 30, 2025 Last Chance Agreement: Coercion, Discriminatory Discipline, and Waiver of Employment Protections**

120. On April 30, 2025, defendant THE CITY OF NEW YORK, acting through the Office of the Bronx County District Attorney, imposed a disciplinary Stipulation and Agreement upon plaintiff following the thirty-day suspension arising from allegations of abuse of time and leave connected to her daughter's previously authorized protective escorts. The agreement did not resolve an isolated attendance dispute. It formalized disciplinary punishment arising from an arrangement that Chief Chiara and Deputy Chief Mulderrig had authorized because plaintiff feared being confronted or attacked by Courtney Lindsay, whose prolonged stalking and sexually aggressive harassment had been documented through a criminal investigation and the filing of criminal charges.

121. Defendant SEAN DILLON, acting as Director of Labor Relations and Discipline under the authority of defendant DARLENE MARTINEZ, Chief Human Resources Officer, executed the agreement on behalf of the Office. Plaintiff alleges that MARTINEZ exercised supervisory and decision-making authority over the disciplinary process through which the agreement was imposed and that DILLON affirmatively participated in implementing its terms. Their involvement subjected plaintiff to continuing employment restrictions arising from conduct she maintained had been undertaken for her protection with prior supervisory authorization.

122. The agreement identified plaintiff as a Clerical Associate 4 assigned to the Investigations Division and characterized the underlying charge as abuse of time and leave. It did not acknowledge that plaintiff had endured approximately two years of sexually explicit

harassment, obsessive communications, and stalking by Lindsay; that his conduct had resulted in criminal charges; that plaintiff had repeatedly reported her fear of physical or sexual assault to supervisory personnel; or that Chief Chiara and Deputy Chief Mulderrig had authorized the protective arrangement permitting her daughter to escort her to her workstation. Plaintiff alleges that omitting those circumstances from the disciplinary resolution deprived the agreement of the context necessary to distinguish deliberate employee misconduct from conduct undertaken in response to a documented safety concern.

123. By the time the agreement was executed, plaintiff had already served the thirty-day suspension, lost compensation, and experienced adverse pension consequences. She was over fifty years old, had worked for the Office since March 1988, and had accumulated nearly four decades of public service, substantial institutional experience, and significant retirement interests. Plaintiff therefore confronted the proposed disciplinary resolution after already sustaining financial losses and while facing the possibility that additional disciplinary proceedings could jeopardize the employment and retirement security, she had spent most of her adult working life establishing.

124. Plaintiff alleges that the agreement was imposed under coercive economic and employment circumstances. Having already been disciplined for conduct arising from a protective arrangement known to management, plaintiff faced the prospect of accepting continuing restrictions upon her employment rights or contesting the allegations while risking further disciplinary consequences. Plaintiff maintains that her decision to execute the agreement was influenced by the financial losses she had already sustained, her fear of losing employment after nearly four decades of service, and the potential consequences of further disciplinary proceedings for her accumulated pension and retirement benefits.

125. The agreement recited that plaintiff accepted responsibility for the alleged misconduct, entered a no-contest plea or otherwise admitted the charge of abuse of time and leave, and accepted the thirty-day suspension she had already served. Plaintiff disputes that these disciplinary admissions constituted a voluntary acknowledgment that the protective escorts were deliberately unauthorized or that she and her daughter intended to misappropriate compensable employment time. Plaintiff alleges that the admissions were obtained in circumstances in which she believed her continued employment and retirement security were threatened and in which the Office disregarded the prior authorization provided by supervisory personnel familiar with her stalking victimization.

126. The agreement further recited that plaintiff had been adequately represented by her union, that the agreement and its consequences had been explained to her, and that she entered into its terms freely, voluntarily, and without duress or undue influence. Plaintiff disputes that those recitations accurately reflected the circumstances under which she accepted the disciplinary resolution. By April 30, 2025, she had already experienced the loss of thirty days of compensation, adverse pension consequences, significant psychological distress, and continuing fear that additional disciplinary proceedings could threaten her employment. Plaintiff alleges that these circumstances materially affected her ability to reject the agreement without risking further consequences to her livelihood.

127. The agreement imposed a thirty-six-month disciplinary probationary period commencing May 1, 2025, and tentatively concluding May 1, 2028. During that period, specified findings of subsequent similar misconduct, insubordination, or other conduct covered by the agreement could result in termination following an investigation, without the disciplinary hearing or appeal rights otherwise available under Civil Service Law § 75 and the applicable collective

bargaining agreement. Plaintiff alleges that these restrictions substantially altered her employment protections and exposed her to termination based upon subsequent allegations during a period extending into the years immediately preceding her anticipated retirement.

128. The agreement further provided that medical, personal, and other absences would proportionately extend the thirty-six-month disciplinary probationary period. Consequently, the stated May 1, 2028 expiration date was tentative rather than absolute, and absences during the probationary period could prolong the restrictions. Plaintiff alleges that this provision was particularly consequential because the Office knew she had experienced anxiety, disrupted sleep, psychological distress, and other medical difficulties associated with prolonged stalking and subsequent workplace treatment. She contends that the provision exposed her to the prospect of additional disciplinary probation if she required time away from work for medical or other covered reasons, thereby increasing her employment vulnerability during a period of documented psychological difficulty.

129. The agreement also provided that any resignation submitted during the disciplinary probationary period would be irrevocable and that plaintiff would be prohibited from seeking future employment with the Office. Plaintiff alleges that these provisions increased the potential consequences of separation from employment and restricted her ability to return to an institution where she had worked for nearly four decades. The restrictions were especially consequential because plaintiff had accumulated substantial service and retirement interests and was attempting to preserve her employment while approaching retirement.

130. The agreement was maintained as part of plaintiff's disciplinary employment record and subjected her to continuing restrictions that extended well beyond the thirty-day suspension already served. Plaintiff alleges that MARTINEZ and DILLON, through their

respective participation in the disciplinary process, institutionalized the consequences of a proceeding arising from her stalking victimization and the protective arrangement previously authorized by management. The agreement thereafter became a continuing source of anxiety because plaintiff understood that additional allegations concerning her attendance, workplace conduct, or compliance with employment rules could place her position and retirement security in jeopardy.

131. Plaintiff alleges that the terms of the agreement were particularly consequential because of her age, length of service, and proximity to retirement. Having devoted nearly four decades to the Office, plaintiff possessed substantial accumulated pension interests and faced potentially significant economic consequences if her employment ended before she could retire under the circumstances she had anticipated. The agreement placed her under extended disciplinary probation, restricted her ability to challenge subsequent discipline, and exposed her to possible termination during a consequential period of retirement planning. Plaintiff alleges that her age, accumulated service, and proximity to retirement contributed to defendants' discriminatory treatment and the employment restrictions imposed upon her.

132. Plaintiff alleges that the April 30, 2025 Stipulation and Agreement was not a neutrally administered disciplinary resolution but the culmination of discriminatory proceedings arising from her status as a victim of stalking, her disability-related circumstances, and her age. The underlying charges disregarded supervisory authorization of the protective escorts, the agreement required plaintiff to accept responsibility for conduct undertaken in response to a documented safety concern, and its continuing restrictions exposed her to further financial, employment, and retirement-related consequences. Through their respective participation in imposing and implementing the agreement, MARTINEZ and DILLON perpetuated the

disciplinary consequences of plaintiff's stalking victimization and subjected her to continuing employment insecurity that aggravated her psychological distress and threatened the professional and retirement interests she had accumulated over nearly four decades of public service.

**Continuing Employment Difficulties and the Consequences of the Last Chance Agreement**

133. Following the thirty-day suspension and execution of the April 30, 2025 Last Chance Agreement, plaintiff continued performing substantial administrative and supervisory responsibilities within the Detective Investigators Department of the Office of the Bronx County District Attorney. Despite the suspension, lost compensation, adverse pension consequences, and disciplinary restrictions imposed upon her, plaintiff remained responsible for important administrative functions and continued carrying out duties associated with the Civilian Complaint Unit. Plaintiff alleges that the Office continued relying upon her professional experience and institutional knowledge while maintaining disciplinary restrictions that threatened the employment and retirement interests, she had accumulated over nearly four decades.

134. The Last Chance Agreement subjected plaintiff to thirty-six months of disciplinary probation commencing May 1, 2025, during which findings of subsequent misconduct covered by the agreement could result in termination without the contractual or civil-service appeal rights otherwise available under Civil Service Law § 75 and the applicable collective bargaining agreement. Plaintiff understood that the agreement substantially restricted her ability to contest future disciplinary action and placed her employment in jeopardy through a period tentatively extending to May 1, 2028, subject to additional extensions arising from absences.

135. Plaintiff alleges that these restrictions were especially consequential because the underlying disciplinary proceedings arose from her daughter's practice of escorting her safely to her workstation following approximately two years of sexually aggressive stalking and harassment by Courtney Lindsay. The protective arrangement had been verbally authorized by Chief Chiara and Deputy Chief Mulderrig, both of whom were familiar with plaintiff's circumstances and her fear of physical confrontation or sexual assault. Plaintiff therefore experienced the continuing restrictions as punishment arising from measures previously approved by management to address a documented safety concern.

136. Rather than reconsidering the disciplinary measures in light of the prior supervisory authorization, the criminal investigation, or plaintiff's continuing psychological difficulties, defendant THE CITY OF NEW YORK, acting through its Human Resources and disciplinary officials, maintained the Last Chance Agreement as a condition of plaintiff's continued employment. The agreement remained operative notwithstanding plaintiff's continued performance of her assigned responsibilities and the circumstances she had repeatedly reported concerning the stalking, her emotional condition, and her reliance upon the authorized protective escorts.

137. Defendant DARLENE MARTINEZ, as Chief Human Resources Officer, exercised supervisory authority over Human Resources and disciplinary matters affecting plaintiff's employment, including the continuing administration of the Last Chance Agreement executed by defendant SEAN DILLON, Director of Labor Relations and Discipline, under her authority. Plaintiff alleges that MARTINEZ's responsibilities extended to employment matters involving disciplinary restrictions, workplace assignments, and subsequent concerns arising from the continuing effects of the agreement.

138. Plaintiff alleges that the agreement placed her in a position of prolonged employment vulnerability because additional allegations concerning attendance, workplace conduct, insubordination, or other matters falling within its terms could expose her to termination without the ordinary disciplinary hearing and appeal protections. As a result, plaintiff became increasingly concerned that a misunderstanding, disagreement with a supervisor, or disputed allegation could have consequences far more serious than those ordinarily associated with workplace counseling or corrective action. She believed that the agreement gave management substantial leverage over her continued employment during the years immediately preceding her anticipated retirement.

139. The agreement further provided that medical, personal, and other absences would proportionately extend the disciplinary probationary period, thereby prolonging the restrictions beyond the tentative May 1, 2028 expiration date. Plaintiff alleges that this provision was particularly troubling because she had repeatedly reported anxiety, disrupted sleep, emotional distress, and other medical difficulties arising from Lindsay's prolonged stalking and the subsequent disciplinary proceedings. She feared that time away from work for medical or other covered reasons could result in additional months of employment insecurity, even while she was attempting to obtain treatment and maintain her ability to perform her responsibilities.

140. Plaintiff alleges that the continuing disciplinary restrictions intensified the psychological consequences of her stalking victimization. For approximately two years, she had feared that Lindsay might physically confront or sexually assault her while she was alone. Following the disciplinary proceedings, she experienced a different but equally persistent form of anxiety concerning her employment, compensation, pension benefits, and retirement security. Plaintiff became increasingly apprehensive that additional accusations could jeopardize her

livelihood and the professional future she had expected after nearly four decades of public service.

141. Throughout 2025, plaintiff continued performing substantial responsibilities associated with the Civilian Complaint Unit and the Detective Investigators Department, including duties beyond those ordinarily associated with her civil-service title of Clerical Associate 4. Plaintiff had previously requested a salary adjustment to reflect the additional responsibilities she had assumed, including director-level functions within the Civilian Complaint Unit. Despite her continued performance of those duties, plaintiff alleges that the Office did not provide the salary adjustment she sought, leaving unresolved her concerns about compensation commensurate with the work she was performing and the professional responsibilities she had undertaken.

142. In June 2025, plaintiff received a professional-staff bonus that had previously been withheld, and in August 2025, she received another bonus. Although those payments provided compensation she had expected to receive, they did not restore the wages lost during the thirty-day suspension, resolve the suspension's alleged pension consequences, eliminate the Last Chance Agreement, or address her request for compensation reflecting her expanded responsibilities. Plaintiff continued performing her duties while remaining subject to disciplinary restrictions that she believed could threaten her employment and accumulated retirement interests.

143. In October 2025, Deputy Chief Mulderrig was terminated from his position with the Office. Deputy Chief Mulderrig had been among the supervisory officials who knew about Lindsay's stalking, had provided assistance during plaintiff's ordeal, and had verbally authorized the protective arrangement permitting plaintiff's daughter to escort her safely to her workstation.

His departure was particularly troubling to plaintiff because he possessed firsthand knowledge of the circumstances underlying the disciplinary charges and the supervisory authorization that plaintiff maintained had been disregarded by Human Resources.

144. In November 2025, plaintiff became increasingly concerned about statements reportedly made by Deputy Chief Holness concerning her position, disciplinary circumstances, and continued employment. Plaintiff had previously received information suggesting that personnel within the Department were discussing her possible removal and the future assignment of her responsibilities. Because she remained subject to the Last Chance Agreement, she viewed statements concerning her employment as particularly alarming and questioned whether additional allegations might be used to initiate proceedings that she would have limited ability to contest.

145. Plaintiff also received warnings from Lieutenant Tavarez and Sergeant Sherise Perkins concerning communications with Holness and statements suggesting that matters affecting her employment were being discussed without her participation. Plaintiff alleges that these warnings intensified her apprehension because she had already experienced disciplinary proceedings arising from conduct she believed had been authorized by supervisory personnel. She feared that workplace conversations, allegations, or decisions made without her knowledge could further jeopardize her employment while the disciplinary agreement remained in effect.

146. These developments occurred as the Department was undergoing personnel changes that affected plaintiff's sense of professional security. Deputy Chief Mulderrig, who had supported plaintiff during the stalking investigation, had been terminated, and Chief Chiara, another supervisor familiar with her circumstances and the authorized protective escorts, had announced his intention to retire effective December 31, 2025. Plaintiff became concerned that

the departure of the officials who understood why her daughter had accompanied her to work would leave her increasingly vulnerable to adverse employment decisions by individuals who lacked that firsthand knowledge or disregarded the circumstances underlying the earlier disciplinary proceedings.

147. In December 2025, plaintiff met with defendant DARLENE MARTINEZ and Chief of Staff Odalys Alonso to express her concerns regarding her working conditions, the emotional consequences of the disciplinary proceedings, the uncertainty surrounding her continued employment, and the effect of the Last Chance Agreement upon her professional security. Plaintiff described the distress she had experienced following years of stalking and harassment, the disciplinary punishment arising from the previously authorized protective escorts, and her fear that additional allegations or workplace disputes could threaten the career and retirement benefits she had spent decades establishing.

148. Plaintiff alleges that, through the December 2025 meeting, MARTINEZ acquired direct knowledge of the continuing emotional and employment-related consequences of the disciplinary restrictions, including plaintiff's anxiety, fear of further accusations, and concern that the Last Chance Agreement could expose her to termination during a consequential period of retirement planning. Despite that knowledge, the agreement remained in effect, and plaintiff continued working under restrictions that she alleges were imposed through discriminatory disciplinary proceedings arising from her stalking victimization and disability-related circumstances.

**Plaintiff's Workplace Complaints, Human Resources Involvement, and Reassignment During 2026**

149. Beginning in January 2026, plaintiff experienced additional workplace difficulties involving Deputy Chief Holness, who had assumed responsibilities as Acting Chief following

the retirement of Chief Chiara. Plaintiff perceived a change in the manner in which Holness addressed her, characterized her responsibilities, and treated her professional standing within the Detective Investigators Department. These developments occurred while plaintiff remained subject to the thirty-six-month Last Chance Agreement, which substantially restricted her ability to challenge subsequent disciplinary action and exposed her to possible termination.

150. Plaintiff reported that Deputy Chief Holness repeatedly referred to her as a civilian in a manner she perceived as diminishing her professional standing and authority, notwithstanding her nearly four decades of service and substantial administrative and supervisory responsibilities. Although plaintiff held the civil-service title of Clerical Associate 4, she had undertaken extensive responsibilities associated with the Detective Investigators Department and the Civilian Complaint Unit, including director-level functions for which she had sought additional compensation. Plaintiff regarded Holness's repeated emphasis upon her civilian status as an effort to minimize her professional contributions and diminish her standing among departmental personnel.

151. The perceived change in treatment intensified plaintiff's concern that she was being marginalized within the Department at a time when the supervisory officials who had previously assisted her were no longer in their positions. Chief Chiara had retired, and Deputy Chief Mulderrig had been terminated. Both had possessed firsthand knowledge of Lindsay's stalking and the authorization previously given for plaintiff's daughter to escort her safely to her workstation. Plaintiff feared that the departure of those officials, together with the continuing disciplinary restrictions, left her increasingly vulnerable to unfavorable treatment and allegations she would have limited ability to contest.

152. On April 15, 2026, plaintiff attended a departmental meeting during which Detective Investigator Nicolas Ranieri challenged her comments concerning departmental communications and directed her to learn her responsibilities before speaking. Plaintiff alleges that Ranieri addressed her in an unnecessarily confrontational and belittling manner in the presence of other employees, undermining her professional standing and embarrassing her before colleagues with whom she had worked in carrying out substantial departmental responsibilities.

153. Plaintiff experienced the confrontation as humiliating and emotionally distressing. Having endured years of sexually aggressive stalking, an extended criminal investigation, and subsequent disciplinary proceedings arising from the protective escorts previously authorized by management, plaintiff was particularly sensitive to situations in which she felt intimidated, publicly diminished, or unable to defend herself without risking further employment consequences. The confrontation reinforced her concern that ordinary workplace disagreements could escalate into accusations affecting her employment while the Last Chance Agreement remained in effect.

154. On April 22, 2026, plaintiff submitted a written incident report documenting the April 15 confrontation and requesting that the Office address the manner in which Ranieri had treated her during the meeting. Plaintiff had been encouraged by colleagues to report the incident, although she was reluctant to become involved in another workplace proceeding because of her previous experiences with disciplinary allegations. She sought to have the incident addressed as a matter of professional workplace conduct and respect, particularly because the confrontation occurred publicly and concerned her responsibilities within the Department.

155. Defendant DARLENE MARTINEZ subsequently referred plaintiff's concerns to the Office's Equal Employment Opportunity function. Plaintiff alleges that the matter was handled as a potential EEO complaint involving Deputy Chief Holness, notwithstanding her explanation that she had initially raised concerns about Ranieri's conduct and her broader workplace circumstances rather than intending to initiate a formal discrimination complaint against Holness. The resulting communication from the EEO function left plaintiff concerned that her attempt to address a workplace incident had been redirected into a process she had not requested in that form.

156. Plaintiff alleges that the handling of her complaint increased her apprehension about raising additional workplace concerns. She feared that reporting incidents, questioning supervisory conduct, or requesting assistance could result in further scrutiny, misunderstandings concerning the nature of her complaints, or additional allegations that might be used against her under the Last Chance Agreement. Rather than providing reassurance that she could raise legitimate concerns without jeopardizing her employment, the circumstances reinforced her perception that she remained vulnerable to disciplinary consequences whenever workplace disagreements arose.

157. In May 2026, plaintiff was informed that she would be temporarily reassigned from the Detective Investigators Department to another assignment within the Office of the Bronx County District Attorney. The proposed reassignment created additional concern because plaintiff had spent decades performing substantial responsibilities within her existing department and remained subject to disciplinary restrictions that could expose her to termination following subsequent findings of misconduct. Plaintiff sought clarification concerning the purpose of the

reassignment, the duties she would be expected to perform, and the supervision under which she would be working.

158. Defendant MARTINEZ participated in arranging and communicating the temporary reassignment, while defendant MELISSA POLANCO became involved in related Human Resources communications concerning plaintiff's assignment and employment circumstances. Plaintiff alleges that the Human Resources involvement was significant because MARTINEZ had previously been informed of the continuing emotional and employment-related consequences of the Last Chance Agreement, including plaintiff's fear that further allegations could threaten her livelihood and accumulated pension interests.

159. Plaintiff expressed concern that the temporary assignment would place her under the supervision of an individual whose reported workplace conduct and prior complaints could create additional professional difficulties. She questioned whether the assignment would expose her to an environment in which disagreements, supervisory conflicts, or allegations concerning her conduct could arise without adequate consideration of the disciplinary restrictions already imposed upon her. Plaintiff's concern was not simply that she preferred her existing assignment; she feared that the proposed working conditions could place her in circumstances where additional accusations would threaten her continued employment.

160. Those concerns were particularly consequential because plaintiff remained subject to the April 30, 2025 Last Chance Agreement, which exposed her to termination without specified contractual or civil-service appeal rights following findings of misconduct covered by its terms. Plaintiff understood that an allegation arising during the temporary assignment could have consequences extending well beyond ordinary supervisory counseling or reassignment. She

feared that a disputed workplace incident might be characterized as misconduct and used to threaten the employment and retirement security she had spent nearly four decades establishing.

161. During June 2026, plaintiff informed MARTINEZ that rumors concerning her reassignment and possible disciplinary consequences were circulating within the Office. Plaintiff had heard statements suggesting that the reassignment might be intended to remove her from her established position or permit another employee to assume her responsibilities. Having previously received warnings that her employment was being discussed by departmental personnel, plaintiff regarded these rumors as troubling and sought clarification from MARTINEZ concerning the Office's intentions.

162. Plaintiff explained that she feared the temporary assignment could become a means of generating additional allegations against her, thereby creating a basis for discipline under the Last Chance Agreement. Her concern arose from the circumstances of the March 2025 suspension, when conduct undertaken pursuant to supervisory authorization had nevertheless been characterized as abuse of time and leave. Plaintiff feared that the same disciplinary process could recur if workplace conduct during the reassignment were subsequently interpreted adversely, regardless of her understanding of the instructions or circumstances involved.

163. MARTINEZ dismissed plaintiff's concerns concerning the workplace rumors and questioned the basis for her apprehension about the reassignment. Plaintiff alleges that, although MARTINEZ was aware of the prior disciplinary proceedings and plaintiff's continuing employment insecurity, the response did not resolve her concern that additional allegations could arise while she remained subject to the Last Chance Agreement. Plaintiff continued seeking reassurance that her employment would not be jeopardized by unsupported accusations or misunderstandings arising from the temporary assignment.

164. Plaintiff alleges that MARTINEZ failed to meaningfully address the disciplinary vulnerability created by the Last Chance Agreement or explain how future allegations arising from the reassignment would be evaluated in light of plaintiff's prior experiences. Plaintiff remained concerned that her restricted appeal rights and continuing disciplinary probation placed her at a disadvantage if a supervisor questioned her conduct or performance. The uncertainty intensified her fear that she could lose her employment before reaching retirement, notwithstanding her decades of service and continued performance of substantial administrative responsibilities.

165. During the same period, plaintiff met with the Office's Director of Wellness and reported that her anxiety had become increasingly severe. She described persistent fear concerning her employment, difficulty sleeping, emotional exhaustion, and an inability to relax because she believed that even an ordinary workplace mistake or misunderstanding could trigger additional disciplinary proceedings. Plaintiff explained that the distress she experienced after Lindsay's stalking had been compounded by the suspension, the Last Chance Agreement, and the uncertainty surrounding her reassignment and employment future.

166. Plaintiff further reported that her physician had prescribed medication to address her anxiety and sleep difficulties. Despite obtaining medical treatment, she continued experiencing disrupted sleep, heightened apprehension, and psychological distress associated with the possibility of losing her employment and accumulated retirement benefits. Plaintiff alleges that these difficulties affected her emotional well-being while she continued attempting to fulfill her professional responsibilities and comply with the restrictive conditions imposed upon her.

167. Plaintiff explained that the Last Chance Agreement had become a continuing source of fear because its disciplinary provisions exposed her to potential termination following additional allegations of misconduct. She was particularly concerned that the agreement's restrictions upon her ability to challenge subsequent discipline would leave her without the employment protections she had previously possessed under Civil Service Law § 75 and the applicable collective bargaining agreement. Plaintiff believed that her livelihood and retirement security could be jeopardized by allegations arising during a temporary assignment over which she exercised limited control.

168. Plaintiff alleges that the Office, through MARTINEZ and other responsible personnel, knew of her psychological and medical difficulties, her treatment for anxiety and disrupted sleep, and the continuing distress associated with the disciplinary restrictions. Nevertheless, the Office maintained the Last Chance Agreement and continued administering employment arrangements and disciplinary proceedings that aggravated plaintiff's existing difficulties. Plaintiff alleges that the Office failed to meaningfully address her disability-related need for reasonable workplace assistance or evaluate appropriate measures to reduce the employment-related consequences of her documented psychological condition.

169. In July 2026, MARTINEZ acknowledged plaintiff's continuing difficulties associated with the temporary assignment and advised her that the Office would arrange for her transfer to another department. Plaintiff understood that the contemplated transfer would provide an opportunity to leave a working environment she regarded as increasingly stressful and potentially expose her to fewer disputes that could jeopardize her employment under the Last Chance Agreement. She therefore regarded the proposed transfer as a potentially significant measure for restoring some degree of professional stability and reducing her continuing anxiety.

170. On July 31, 2026, MARTINEZ informed plaintiff during a follow-up meeting that allegations had been made concerning plaintiff's conduct during the temporary assignment and that those allegations had prevented the anticipated transfer from proceeding as planned. Plaintiff alleges that the announcement renewed the very concerns she had previously expressed to MARTINEZ, namely that the reassignment could place her in circumstances where additional accusations would threaten her employment while she remained subject to the disciplinary agreement.

171. Plaintiff questioned the nature of the allegations and expressed concern that they could be used to jeopardize her employment notwithstanding MARTINEZ's prior reassurances concerning the temporary assignment and her professional performance. She feared that the allegations could become the foundation for additional disciplinary proceedings and potential termination without the ordinary hearing and appeal protections available before she executed the Last Chance Agreement. The uncertainty caused substantial emotional distress because plaintiff had already explained to Human Resources that the prospect of further discipline was aggravating her anxiety and disrupting her sleep.

172. Plaintiff alleges that MARTINEZ's handling of the temporary reassignment, subsequent allegations, and proposed transfer perpetuated the employment vulnerability imposed through the April 30, 2025 Last Chance Agreement. Despite the Office's knowledge of plaintiff's longstanding service, documented psychological difficulties, prior disciplinary experiences, and continuing requests for assistance, plaintiff remained uncertain whether she could perform her responsibilities without facing further accusations and possible termination. The resulting employment insecurity aggravated her emotional distress and reinforced her belief that the

disciplinary restrictions arising from the previously authorized protective escorts continued to affect her treatment within the Office.

**The August 2026 Counseling Memorandum and Continuing Threat of Discipline**

173. On August 20, 2026, plaintiff attended a supervisory conference with Meling Viera-Delgado, Special Projects Coordinator, concerning allegations that plaintiff had engaged in personal telephone conversations during working hours. The conference occurred while plaintiff remained subject to the thirty-six-month disciplinary probationary period imposed through the April 30, 2025 Last Chance Agreement and after she had repeatedly expressed concerns to Human Resources regarding the possibility that additional accusations concerning her workplace conduct could jeopardize her continued employment. Plaintiff regarded the conference as particularly troubling because the original disciplinary proceedings had also involved allegations concerning employment time and leave arising from a protective arrangement previously authorized by supervisory personnel.

174. The resulting counseling memorandum stated that plaintiff had previously been instructed to limit personal telephone calls during working hours and alleged that she continued engaging in such communications notwithstanding earlier supervisory guidance. The memorandum characterized the alleged telephone activity as a workplace-conduct issue requiring corrective counseling and reinforced the Office's expectation that plaintiff comply with applicable policies governing employee communications and the performance of assigned responsibilities.

175. The counseling memorandum further advised plaintiff that continued conduct of a similar nature could result in additional corrective or disciplinary action consistent with Office policies and procedures. Although such language might ordinarily accompany supervisory

counseling, plaintiff understood that the warning carried substantially greater consequences because the Last Chance Agreement restricted her ability to challenge subsequent disciplinary action and exposed her to possible termination following findings of misconduct covered by its terms.

176. Plaintiff disputed the characterization of the communications as ordinary personal telephone activity undertaken without regard for her employment responsibilities. She explained that the communications concerned exceptional family circumstances involving a seriously ill family member and that the nature of those circumstances required her attention during a period of considerable personal distress. Plaintiff maintained that the calls should have been evaluated in their actual context rather than treated as another example of deliberate disregard for workplace instructions.

177. Plaintiff alleges that the counseling memorandum failed to adequately account for the exceptional circumstances surrounding the communications and instead characterized her conduct as a further workplace deficiency. Having previously been suspended for alleged abuse of time and leave arising from her daughter's protective escorts, plaintiff was particularly distressed that another matter concerning employment time was being formally documented without, in her view, appropriate consideration of the circumstances underlying the conduct.

178. The memorandum was especially consequential because plaintiff remained subject to disciplinary probation under the April 30, 2025 Last Chance Agreement, which tentatively continued through May 1, 2028, subject to extensions arising from absences. During that period, specified findings of additional misconduct could result in termination without the contractual or civil-service appeal protections otherwise available to plaintiff. Consequently, the possibility that the counseling memorandum might become part of a subsequent disciplinary

proceeding created additional anxiety concerning her continued employment and accumulated retirement interests.

179. Plaintiff feared that the August 20, 2026 memorandum could be relied upon in support of subsequent disciplinary allegations, particularly because it expressly warned that similar conduct could result in additional corrective or disciplinary action. She understood that an accusation arising from ordinary workplace communications, a disputed interpretation of supervisory instructions, or exceptional personal circumstances could have consequences extending far beyond the counseling itself. Plaintiff feared that additional charges might result in termination before she could complete the remaining years of employment upon which her anticipated retirement and pension security depended.

180. The counseling memorandum reinforced plaintiff's belief that her conduct remained subject to heightened scrutiny under the disciplinary framework established following the March 2025 suspension. Plaintiff had already endured approximately two years of sexually aggressive stalking and harassment, received supervisory authorization for her daughter's protective escorts, suffered a thirty-day suspension arising from those escorts, and accepted a restrictive Last Chance Agreement under circumstances she alleges were coercive. She experienced the August 2026 counseling as another development in a continuing period of employment insecurity in which allegations concerning her conduct could threaten the professional and retirement interests, she had accumulated over nearly four decades.

181. Defendant DARLENE MARTINEZ, as Chief Human Resources Officer, exercised supervisory authority over the administration of disciplinary policies and the continuing employment restrictions affecting plaintiff, including the Last Chance Agreement imposed under her authority. Defendant MELISSA POLANCO participated in Human

Resources matters concerning plaintiff's reassignment, workplace complaints, and employment status during the same period. Plaintiff alleges that the Office, through its Human Resources and supervisory personnel, remained aware of her psychological difficulties, continuing fear of further discipline, and concerns regarding the potential consequences of additional allegations while the Last Chance Agreement remained in effect.

182. Plaintiff alleges that the August 20, 2026 counseling memorandum, considered together with the continuing disciplinary restrictions, contributed to her heightened employment vulnerability and aggravated the anxiety, disrupted sleep, emotional distress, and fear of termination she had repeatedly reported to the Office. Although the memorandum did not itself terminate her employment, plaintiff regarded its express warning of further discipline as consequential because she remained subject to a Last Chance Agreement arising from the previously authorized protective escorts. Plaintiff alleges that the continued administration of those restrictions compounded the financial, professional, and psychological consequences of the original disciplinary proceedings and reinforced her fear that additional accusations could jeopardize her livelihood and retirement security.

**Continuing Employment Uncertainty, Retirement Pressure, and Threatened Termination**

183. During September 2026, plaintiff continued communicating with Human Resources and senior management concerning outstanding allegations arising from her temporary assignment, the status of her employment, and her anticipated return to the Detective Investigators Department. These communications occurred after months of uncertainty concerning her reassignment, the allegations disclosed by defendant DARLENE MARTINEZ during the July 31, 2026 meeting, and the August 20, 2026 counseling memorandum concerning alleged personal telephone conversations. Plaintiff remained subject to the April 30, 2025 Last

Chance Agreement and feared that additional allegations concerning her conduct could expose her to termination without the contractual and civil-service appeal protections she previously possessed.

184. Plaintiff repeatedly sought clarification concerning the nature, status, and potential consequences of the allegations against her. She wanted to know whether the accusations had been substantiated, whether further disciplinary proceedings were contemplated, and whether she would be permitted to return to her established responsibilities within the Detective Investigators Department. Plaintiff's concerns were heightened by her previous experience with disciplinary charges arising from her daughter's protective escorts, which had been verbally authorized by supervisory personnel but subsequently characterized as abuse of time and leave.

185. Plaintiff met with Chief of Staff Alonso to discuss the continuing uncertainty surrounding her employment, the allegations associated with her temporary assignment, and the effect of those circumstances upon her psychological well-being. Plaintiff explained that she had devoted nearly four decades to the Office, continued performing substantial professional responsibilities, and feared that another disputed allegation could jeopardize her employment and accumulated retirement benefits. She also described the continuing anxiety and emotional distress associated with working under the restrictions imposed through the Last Chance Agreement.

186. During the September discussions, plaintiff received information concerning the status of the allegations and her anticipated return to the Detective Investigators Department. Plaintiff understood that management did not intend to pursue certain allegations in the manner previously contemplated and that she would return to her former assignment. Nevertheless, she

remained concerned about the absence of a definitive resolution of all outstanding employment matters, the continuing disciplinary probation, and the possibility that additional allegations could be raised or relied upon in subsequent proceedings.

187. Defendants MARTINEZ and MELISSA POLANCO participated in Human Resources matters concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continuing employment circumstances. MARTINEZ had exercised authority over the temporary assignment and the discussions concerning allegations raised during that assignment, while POLANCO participated in related Human Resources communications. Plaintiff alleges that their involvement occurred with knowledge of the Last Chance Agreement, her continuing employment insecurity, and her repeated requests for assistance concerning the psychological consequences of the disciplinary proceedings.

188. Plaintiff alleges that the continuing uncertainty prolonged the disciplinary pressure imposed upon her and left her fearful that her employment could be terminated before she reached her anticipated retirement. Although she continued performing her assigned responsibilities, plaintiff remained subject to restrictions arising from the March 2025 suspension and April 30, 2025 agreement. She feared that additional accusations, misunderstandings, or disputed workplace incidents could result in disciplinary action threatening the compensation, pension benefits, and employment protections she had accumulated during nearly four decades of public service.

189. On October 13, 2026, plaintiff received a telephone call from an attorney representing her through District Council 37 concerning the status of the disciplinary allegations and the potential consequences for her continued employment. The communication occurred while plaintiff remained on disciplinary probation and continued seeking clarification concerning

the Office's intentions. Plaintiff regarded the call as particularly consequential because it concerned the possibility that the unresolved disciplinary matters could threaten her ability to remain employed.

190. During the conversation, plaintiff was advised that she could face termination and might have to consider retirement rather than contest additional disciplinary allegations. Plaintiff understood the discussion as a warning concerning the potential consequences of the outstanding employment matters, rather than a formal written determination that her employment had already been terminated. Nevertheless, the prospect that she might have to choose between retirement and the risk of discharge caused plaintiff considerable distress because she had intended to continue working while preserving the employment and pension interests accumulated over her career.

191. Plaintiff understood the possibility of termination to be connected to the continuing restrictions imposed through the April 30, 2025 Last Chance Agreement. That agreement had established thirty-six months of disciplinary probation, restricted her ability to challenge certain subsequent disciplinary actions, and exposed her to possible termination following findings of misconduct covered by its terms. Plaintiff feared that the Office could invoke those provisions in connection with additional allegations, thereby placing her employment in jeopardy notwithstanding the circumstances surrounding the original disciplinary proceedings and the supervisory authorization of her daughter's protective escorts.

192. At the time of these developments, plaintiff was over fifty years old and had worked for the Bronx District Attorney's Office since March 1988. She had devoted nearly four decades to public service, performed substantial administrative and supervisory responsibilities, and accumulated significant pension and retirement interests. The prospect of losing her

employment or considering retirement under the pressure of disciplinary allegations was particularly troubling because plaintiff had expected that her continued service and eventual retirement would occur without the threat of termination arising from an agreement imposed after the Office disciplined her for a previously authorized protective arrangement.

193. Plaintiff alleges that defendants' continuing administration and enforcement of the Last Chance Agreement exposed her to additional financial and retirement-related consequences beyond the thirty-day suspension already served. Termination before her anticipated retirement could deprive her of future compensation, affect additional service-related benefits, and interfere with the retirement planning she had undertaken after decades of employment. Plaintiff also remained concerned about the suspension's existing pension consequences and the possibility that further disciplinary action could compound those losses.

194. Plaintiff alleges that her age, accumulated service, proximity to retirement, disability-related circumstances, and status as a victim of stalking contributed to the discriminatory employment treatment challenged in this action. She maintains that the Office imposed and maintained punitive disciplinary restrictions arising from conduct undertaken in response to Lindsay's stalking, disregarded the prior authorization provided by Chief Chiara and Deputy Chief Mulderrig, and subjected her to continuing employment insecurity during a consequential period of her professional life.

195. The October 13, 2026 warning concerning possible termination or retirement substantially intensified plaintiff's existing anxiety, disrupted sleep, emotional distress, and fear of losing her livelihood. For approximately two years, plaintiff had lived with the fear that Courtney Lindsay might physically confront or sexually assault her. After the Office imposed discipline arising from her daughter's efforts to protect her, plaintiff experienced continuing fear

that the resulting agreement could jeopardize the career and retirement security she had spent nearly four decades establishing. The prospect of separation from employment under disciplinary pressure caused her to question whether she would be able to preserve the compensation, pension benefits, and professional standing accumulated throughout her public service.

196. Plaintiff alleges that the continuing disciplinary treatment was not an isolated personnel dispute but the ongoing consequence of the Office's decision to characterize a previously authorized protective arrangement as abuse of time and leave. The March 2025 suspension, April 30, 2025 Last Chance Agreement, subsequent reassignment difficulties, additional counseling, and continuing possibility of termination collectively subjected plaintiff to employment restrictions and psychological distress arising from the discriminatory practices alleged herein. Plaintiff further alleges that MARTINEZ, DILLON, and POLANCO, through their respective participation in the disciplinary and Human Resources processes, contributed to imposing or maintaining the challenged employment conditions despite the Office's longstanding knowledge of her stalking victimization, psychological difficulties, and reliance upon supervisory authorization.

## CONCLUSION

197. Plaintiff ELIZABETH DIAZ devoted nearly four decades of public service to the Office of the Bronx County District Attorney. When she became the victim of prolonged stalking, sexually explicit harassment, and intimidation, her supervisors recognized the danger and authorized her daughter to escort her safely to her workstation. Rather than honoring that protective arrangement, defendant THE CITY OF NEW YORK, acting through its responsible officials, including defendants DARLENE MARTINEZ, SEAN DILLON, and MELISSA POLANCO, subjected plaintiff to discriminatory employment practices that deprived her of

compensation, adversely affected her pension benefits, imposed continuing disciplinary restrictions, and threatened the employment and retirement security she had spent decades establishing.

198. Plaintiff alleges that defendants' conduct violated the New York State Human Rights Law and the New York City Human Rights Law through discrimination based upon her age and disability, the failure to provide reasonable accommodation, the creation and maintenance of discriminatory working conditions, and retaliation for asserting protected employment rights. Plaintiff further alleges that defendants violated the New York City Human Rights Law by discriminating against her because of her status as a victim of stalking and imposing disciplinary consequences arising from protective measures previously authorized in response to that victimization.

199. Plaintiff seeks compensatory, declaratory, and equitable relief for defendants' discriminatory and retaliatory conduct, including damages for lost compensation, adverse pension consequences, and emotional distress; rescission of the April 30, 2025 Last Chance Agreement; correction of the resulting disciplinary records; restoration of affected employment and retirement benefits; reasonable attorneys' fees; and such other relief as this Court deems just and proper.

## VIOLATIONS AND CLAIMS ALLEGED

### FIRST CAUSE OF ACTION
### Age Discrimination — NYSHRL
### Executive Law §§ §§ 296(1)(a), 296(3-a)(a), and 296(6)

200. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

201. At the time of the challenged disciplinary proceedings, plaintiff was over fifty years old, had accumulated nearly four decades of public service, and was qualified for her position, having satisfactorily performed substantial administrative and supervisory responsibilities, including duties associated with the Detective Investigators Department and Civilian Complaint Unit.

202. Defendant THE CITY OF NEW YORK subjected plaintiff to discriminatory terms, conditions, and privileges of employment, including a thirty-day suspension, lost compensation, adverse pension consequences, and a thirty-six-month Last Chance Agreement restricting her employment protections and exposing her to termination during a consequential period of her retirement planning.

203. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over the disciplinary process and participated in imposing and maintaining the challenged employment restrictions notwithstanding plaintiff's longstanding service, satisfactory performance, and previously authorized protective arrangement. Those restrictions adversely affected plaintiff's compensation and pension interests and subjected her to continuing disciplinary vulnerability as she approached retirement.

204. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the challenged disciplinary measures by executing the April 30, 2025 Last Chance Agreement, which imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent discipline, and exposed her to possible termination before her anticipated retirement.

205. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and

continued employment during 2026, contributing to the maintenance of the challenged employment conditions while plaintiff remained subject to the Last Chance Agreement and faced continuing uncertainty concerning her retirement security.

206. Plaintiff alleges that defendants subjected her to discriminatory employment treatment because of her age, with her accumulated service and proximity to retirement forming part of the circumstances surrounding the challenged disciplinary decisions. MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the discriminatory practices through their respective involvement in imposing, implementing, or maintaining the challenged employment restrictions, in violation of Executive Law §§ 296(1)(a), 296(3-a)(a), and 296(6).

**SECOND CAUSE OF ACTION**
**Disability Discrimination and Failure to Provide Reasonable Accommodation — NYSHRL Executive Law §§ 296(1)(a), 296(3)(a), and 296(6)**

207. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

208. Plaintiff suffered from anxiety, disrupted sleep, psychological distress, and medically treated mental and psychological impairments arising from prolonged stalking and subsequent discriminatory workplace treatment, constituting a disability within the meaning of Executive Law § 292(21). Notwithstanding those impairments, plaintiff remained qualified for her position and capable of performing its essential functions with reasonable accommodation, as demonstrated by her continued performance of substantial administrative and supervisory responsibilities.

209. Defendant THE CITY OF NEW YORK knew of plaintiff's disability-related circumstances and need for workplace assistance through her repeated reports to supervisory

personnel beginning in January 2022, her documented fear of physical or sexual assault, the criminal investigation of Courtney Lindsay, and subsequent communications with Human Resources and the Office's Director of Wellness concerning anxiety, disrupted sleep, medical treatment, and continuing psychological difficulties.

210. Chief Chiara and Deputy Chief Mulderrig recognized plaintiff's circumstances and verbally authorized a protective arrangement permitting her daughter to escort her safely to her workstation. The arrangement addressed plaintiff's fear of entering the workplace alone and enabled her to continue performing her employment responsibilities. Defendant DARLENE MARTINEZ subsequently exercised authority over disciplinary proceedings that disregarded the prior supervisory authorization, treated conduct undertaken pursuant to the protective arrangement as abuse of time and leave, and subjected plaintiff to a thirty-day suspension and continuing disciplinary restrictions.

211. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the challenged disciplinary restrictions by executing the April 30, 2025 Last Chance Agreement. The agreement imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent disciplinary action, and provided for extensions of probation based upon medical and other absences, thereby exposing plaintiff to continuing employment consequences notwithstanding the Office's knowledge of her disability-related circumstances.

212. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026, while plaintiff continued reporting anxiety, disrupted sleep, medical treatment, and the need for workplace assistance. Plaintiff alleges that POLANCO's

participation contributed to maintaining the challenged employment conditions without adequately addressing plaintiff's known disability-related needs or the continuing psychological consequences of the previously authorized protective arrangement being treated as disciplinary misconduct.

213. Defendants subjected plaintiff to discriminatory terms, conditions, and privileges of employment because of her disability and failed to provide reasonable accommodation for her known disability-related needs by disregarding the previously authorized protective arrangement and imposing disciplinary consequences arising from that arrangement without adequately addressing appropriate workplace alternatives. MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the challenged discriminatory practices through their respective involvement in imposing, implementing, or maintaining those employment restrictions, in violation of Executive Law §§ 296(1)(a), 296(3)(a), and 296(6).

**THIRD CAUSE OF ACTION**
**Hostile Work Environment — NYSHRL**
**Executive Law §§ 296(1)(h) and 296(6)**

214. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

215. Defendant THE CITY OF NEW YORK subjected plaintiff to inferior terms, conditions, and privileges of employment because of her age and disability through a continuing course of discriminatory treatment that included disciplinary proceedings arising from a previously authorized protective accommodation, a thirty-day suspension, the imposition and maintenance of a thirty-six-month Last Chance Agreement, heightened scrutiny concerning her workplace conduct, reassignment-related difficulties, and continuing threats to her employment and accumulated retirement interests.

216. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over the disciplinary and Human Resources processes affecting plaintiff and participated in imposing and maintaining the challenged employment conditions despite knowledge of plaintiff's age, longstanding service, documented psychological difficulties, and the protective arrangement previously authorized by supervisory personnel. MARTINEZ's subsequent involvement in plaintiff's workplace complaints, reassignment, and continuing disciplinary concerns contributed to the maintenance of those conditions after plaintiff reported that the disciplinary restrictions were aggravating her anxiety and threatening her employment security.

217. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in establishing the challenged employment conditions by executing the April 30, 2025 Last Chance Agreement, which imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to contest subsequent discipline, provided for extensions of probation based upon medical and other absences, and exposed her to potential termination during a consequential period of her retirement planning.

218. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026. Plaintiff alleges that POLANCO's participation contributed to maintaining the challenged employment conditions while plaintiff remained subject to disciplinary restrictions, continued reporting disability-related difficulties, and expressed concern that additional allegations could jeopardize her employment and retirement security.

219. Defendants' conduct, considered individually and collectively, subjected plaintiff to a continuing discriminatory working environment in which she was treated less favorably

because of her age and disability. The cumulative effect of the challenged disciplinary restrictions, subsequent employment scrutiny, reassignment-related difficulties, and continuing possibility of termination aggravated plaintiff's anxiety, disrupted sleep, emotional distress, and fear of losing the compensation, pension benefits, and retirement security she had accumulated during nearly four decades of public service.

220. The discriminatory harassment subjected plaintiff to inferior terms, conditions, and privileges of employment because of her protected characteristics and exceeded petty slights or trivial inconveniences, in violation of Executive Law § 296(1)(h). MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the challenged discriminatory practices through their respective involvement in imposing, implementing, or maintaining the employment conditions described herein, in violation of Executive Law § 296(6).

**FOURTH CAUSE OF ACTION**
**Retaliation — NYSHRL**
**Executive Law §§ 296(7) and 296(6)**

221. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

222. Plaintiff engaged in protected activity under the NYSHRL by requesting and utilizing workplace assistance to address her disability-related psychological difficulties, seeking reasonable accommodation for her ability to enter and perform her duties safely, and opposing employment practices she maintained were discriminatory because of her disability and age. The protective escorts authorized by Chief Chiara and Deputy Chief Mulderrig arose from plaintiff's reported psychological difficulties and fear of physical or sexual assault following prolonged stalking by Courtney Lindsay.

223. Defendant THE CITY OF NEW YORK subjected plaintiff to retaliatory employment treatment following her requests for accommodation and opposition to discriminatory employment practices, including the March 2025 suspension, imposition and continuation of the April 30, 2025 Last Chance Agreement, subsequent disciplinary scrutiny, reassignment-related difficulties, additional counseling, and continuing exposure to termination. These employment practices caused plaintiff financial loss, adversely affected her pension interests, and prolonged the disciplinary restrictions imposed upon her after she sought workplace protection.

224. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over disciplinary and Human Resources proceedings affecting plaintiff, including the March 2025 suspension and continuing restrictions arising from the Last Chance Agreement. MARTINEZ subsequently received plaintiff's complaints concerning her employment conditions, psychological difficulties, and fear of additional discipline, and participated in proceedings involving her reassignment and unresolved allegations during 2026. Plaintiff alleges that MARTINEZ maintained the challenged employment restrictions following plaintiff's requests for accommodation and opposition to discriminatory treatment.

225. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the challenged disciplinary measures by executing the April 30, 2025 Last Chance Agreement following plaintiff's requests for workplace assistance. The agreement imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to contest subsequent discipline, and exposed her to termination following additional findings of misconduct covered by its terms.

226. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026. Plaintiff alleges that POLANCO contributed to maintaining adverse employment conditions after plaintiff continued reporting disability-related difficulties, requesting workplace assistance, and challenging the disciplinary consequences of the previously authorized protective escorts.

227. Defendants imposed and maintained the challenged employment restrictions, at least in part, because plaintiff requested disability-related accommodation and opposed employment practices prohibited by the NYSHRL. The disciplinary measures, continuing scrutiny, and subsequent employment difficulties were causally connected to plaintiff's protected activity and subjected her to adverse treatment that threatened her continued employment and accumulated retirement interests.

228. Defendants' retaliatory conduct caused plaintiff lost compensation, adverse pension consequences, emotional distress, diminished employment security, and continuing fear of termination. MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the retaliatory practices through their respective involvement in imposing, implementing, or maintaining the challenged employment restrictions, in violation of Executive Law §§ 296(7) and 296(6).

**FIFTH CAUSE OF ACTION**
**Age Discrimination — NYCHRL**
**Administrative Code §§ 8-107(1)(a) and 8-107(6)**

229. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

230. At the time of the challenged disciplinary proceedings, plaintiff was over fifty years old, had accumulated nearly four decades of public service, and was qualified for her position, having satisfactorily performed substantial administrative and supervisory responsibilities within the Detective Investigators Department and Civilian Complaint Unit. Her continued performance of those responsibilities demonstrated her qualifications and ability to fulfill the Office's employment expectations notwithstanding the disciplinary restrictions imposed upon her.

231. Defendant THE CITY OF NEW YORK subjected plaintiff to less favorable terms, conditions, and privileges of employment because of her age, including a thirty-day suspension, lost compensation, adverse pension consequences, and a thirty-six-month Last Chance Agreement that restricted her employment protections and exposed her to possible termination during a consequential period of retirement planning.

232. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over the disciplinary proceedings and participated in imposing and maintaining the challenged employment restrictions despite plaintiff's longstanding service, satisfactory job performance, and the prior supervisory authorization of the protective arrangement underlying the disciplinary allegations. Those restrictions adversely affected plaintiff's compensation and pension interests and subjected her to continuing disciplinary vulnerability as she approached retirement.

233. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the challenged disciplinary measures by executing the April 30, 2025 Last Chance Agreement, which imposed

thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent discipline, and exposed her to potential termination before her anticipated retirement.

234. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026, contributing to the maintenance of the challenged employment conditions while plaintiff remained subject to disciplinary restrictions and continuing uncertainty concerning her employment and retirement security.

235. Defendants treated plaintiff less well, at least in part, because of her age, with her accumulated service and proximity to retirement forming part of the circumstances surrounding the discriminatory employment treatment. MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the challenged discriminatory practices through their respective involvement in imposing, implementing, or maintaining those employment restrictions, in violation of Administrative Code §§ 8-107(1)(a) and 8-107(6).

**SIXTH CAUSE OF ACTION**
**Disability Discrimination, Failure to Provide Reasonable Accommodation, and Failure to Engage in Cooperative Dialogue — NYCHRL**
**Administrative Code §§ 8-107(1)(a), 8-107(6), 8-107(15), 8-107(27)(b), and 8-107(28)**

236. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

237. Plaintiff suffered from significant anxiety, disrupted sleep, psychological distress, and medically treated mental and psychological impairments arising from prolonged stalking, sexually explicit harassment, and subsequent discriminatory workplace treatment, constituting a disability within the meaning of the NYCHRL. Notwithstanding those impairments, plaintiff remained qualified for her position and capable of performing its essential functions with

reasonable accommodation, as demonstrated by her continued performance of substantial administrative and supervisory responsibilities.

238. Defendant THE CITY OF NEW YORK knew of plaintiff's disability-related circumstances, her status as a victim of stalking, and her need for workplace assistance through repeated reports to supervisory personnel beginning in January 2022, the documented criminal investigation of Courtney Lindsay, her requests for workplace protection, and subsequent communications with Human Resources and the Office's Director of Wellness concerning anxiety, disrupted sleep, medical treatment, and continuing psychological difficulties.

239. Chief Chiara and Deputy Chief Mulderrig recognized plaintiff's circumstances and verbally authorized a protective arrangement permitting her daughter to escort her safely to her workstation. The arrangement addressed plaintiff's fear of entering the workplace alone and permitted her to continue performing her employment responsibilities. Defendant DARLENE MARTINEZ subsequently exercised supervisory and decision-making authority over disciplinary proceedings that disregarded the prior authorization, characterized the protective escorts as abuse of time and leave, and subjected plaintiff to a thirty-day suspension and continuing employment restrictions rather than appropriately addressing her disability-related accommodation needs.

240. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the challenged discriminatory restrictions by executing the April 30, 2025 Last Chance Agreement. The agreement imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent discipline, exposed her to potential termination, and provided for extensions of probation based upon medical and other absences, notwithstanding the Office's

knowledge of plaintiff's disability-related circumstances and the protective arrangement previously authorized by supervisory personnel.

241. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026, while plaintiff continued reporting anxiety, disrupted sleep, medical treatment, and the need for workplace assistance. Plaintiff alleges that defendants failed to engage in a meaningful cooperative dialogue concerning her disability-related limitations, the continuation or modification of the previously authorized protective arrangement, and reasonable alternatives that would permit her to perform her employment responsibilities without the discriminatory disciplinary consequences imposed upon her.

242. Defendants treated plaintiff less well, at least in part, because of her disability, failed to reasonably accommodate her known disability-related needs, and failed to engage in the cooperative dialogue required to assess appropriate workplace accommodations. Defendants further disregarded their separate accommodation obligations arising from plaintiff's status as a victim of stalking. MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the challenged discriminatory practices through their respective involvement in imposing, implementing, or maintaining the employment restrictions described herein, in violation of Administrative Code §§ 8-107(1)(a), 8-107(6), 8-107(15), 8-107(27)(b), and 8-107(28).

**SEVENTH CAUSE OF ACTION**
**Hostile Work Environment — NYCHRL**
**Administrative Code §§ 8-107(1)(a) and 8-107(6)**

243. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

244. Defendant THE CITY OF NEW YORK subjected plaintiff to inferior terms, conditions, and privileges of employment because of her age and disability through a continuing course of discriminatory treatment that included disciplinary proceedings arising from a previously authorized protective arrangement, a thirty-day suspension, the imposition and maintenance of a thirty-six-month Last Chance Agreement, heightened scrutiny concerning her workplace conduct, reassignment-related difficulties, additional counseling, and continuing threats to her employment and accumulated retirement interests.

245. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over the disciplinary and Human Resources processes affecting plaintiff and participated in imposing and maintaining the challenged employment conditions despite knowledge of plaintiff's age, longstanding service, psychological difficulties, and the protective arrangement previously authorized by supervisory personnel. MARTINEZ's subsequent involvement in plaintiff's workplace complaints, reassignment, and continuing disciplinary concerns contributed to the maintenance of those conditions after plaintiff reported that the restrictions were aggravating her anxiety and threatening her employment security.

246. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in establishing the challenged employment conditions by executing the April 30, 2025 Last Chance Agreement, which imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent discipline, provided for extensions of probation based upon medical and other absences, and exposed her to potential termination during a consequential period of retirement planning.

247. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and

continued employment during 2026. Plaintiff alleges that POLANCO's participation contributed to maintaining the challenged employment conditions while plaintiff remained subject to disciplinary restrictions, continued reporting disability-related difficulties, and expressed concern that additional allegations could jeopardize her employment and retirement security.

248. Defendants' conduct, considered individually and collectively, subjected plaintiff to a continuing discriminatory working environment in which she was treated less well, at least in part, because of her age and disability. The cumulative effect of the disciplinary restrictions, heightened scrutiny, reassignment-related difficulties, and continuing possibility of termination aggravated plaintiff's anxiety, disrupted sleep, emotional distress, and fear of losing the compensation, pension benefits, and retirement security she had accumulated during nearly four decades of public service.

249. Defendants' discriminatory conduct exceeded petty slights or trivial inconveniences and subjected plaintiff to inferior terms, conditions, and privileges of employment because of her protected characteristics, in violation of Administrative Code § 8-107(1)(a). MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the discriminatory practices through their respective involvement in imposing, implementing, or maintaining the challenged employment conditions, in violation of Administrative Code § 8-107(6).

**EIGHTH CAUSE OF ACTION**
**Retaliation — NYCHRL**
**Administrative Code §§ 8-107(7) and 8-107(6)**

250. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

251. Plaintiff engaged in protected activity under the NYCHRL by requesting and utilizing reasonable workplace accommodation arising from her disability and status as a victim of stalking, including the protective escorts authorized by Chief Chiara and Deputy Chief Mulderrig. Plaintiff subsequently challenged discriminatory disciplinary treatment arising from that arrangement, reported disability-related difficulties, and requested additional workplace assistance while opposing employment practices she maintained violated her rights under the NYCHRL.

252. Defendant THE CITY OF NEW YORK subjected plaintiff to retaliatory employment treatment following her protected activity, including the March 2025 suspension, the imposition and continued enforcement of the April 30, 2025 Last Chance Agreement, heightened scrutiny concerning her workplace conduct, reassignment-related difficulties, additional counseling, and continuing exposure to disciplinary action and possible termination. These practices threatened plaintiff's employment, compensation, and accumulated retirement interests.

253. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over the disciplinary and Human Resources proceedings affecting plaintiff's employment, including the disciplinary restrictions arising from the previously authorized protective escorts. MARTINEZ subsequently received plaintiff's complaints concerning her employment conditions, psychological difficulties, and continuing fear of discipline, and participated in proceedings involving her reassignment and additional allegations during 2026. Plaintiff alleges that MARTINEZ imposed or maintained adverse employment conditions following plaintiff's requests for accommodation and opposition to discriminatory treatment.

254. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the challenged disciplinary restrictions by executing the April 30, 2025 Last Chance Agreement following plaintiff's requests for workplace accommodation. The agreement imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent discipline, and exposed her to possible termination and additional employment consequences arising from the disciplinary proceedings concerning the protective escorts.

255. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026, after plaintiff had requested accommodation, reported continuing disability-related difficulties, and challenged the disciplinary consequences of the previously authorized protective arrangement. Plaintiff alleges that POLANCO contributed to maintaining the challenged employment conditions while plaintiff remained subject to the Last Chance Agreement and continuing uncertainty concerning her employment.

256. Defendants subjected plaintiff to retaliatory employment treatment, at least in part, because she requested reasonable accommodation, asserted rights protected by the NYCHRL, and opposed discriminatory employment practices. The challenged conduct was reasonably likely to deter a person from engaging in protected activity and caused plaintiff continuing employment insecurity, economic injury, and emotional distress. MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the retaliatory practices through their respective involvement in imposing, implementing, or maintaining the challenged employment restrictions, in violation of Administrative Code §§ 8-107(7) and 8-107(6).

**NINTH CAUSE OF ACTION**
**Discrimination Based Upon Status as a Victim of Stalking — NYCHRL**
**Administrative Code §§ 8-107(27)(a), 8-107(27)(b), 8-107(27)(g), and 8-107(6)**

257. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

258. Plaintiff was a victim of prolonged stalking, sexually explicit harassment, intimidation, and unwanted communications perpetrated by Courtney Lindsay, whose conduct included repeated sexual propositions, unsolicited pornographic photographs, inquiries concerning plaintiff's employment schedule, and efforts to circumvent her attempts to terminate contact. Lindsay contacted plaintiff at least forty times during the period documented in the criminal investigation, notwithstanding her express demand that he cease all communications. His conduct resulted in his arrest on January 4, 2024, and criminal charges including aggravated harassment in the second degree, stalking in the third and fourth degrees, and harassment in the second degree.

259. Defendant THE CITY OF NEW YORK knew of plaintiff's status as a victim of stalking through repeated reports to supervisory personnel beginning in January 2022, the criminal investigation, plaintiff's documented fear of physical or sexual assault, and the protective arrangement verbally authorized by Chief Chiara and Deputy Chief Mulderrig. Those supervisors permitted plaintiff's daughter, another employee assigned to a separate building, to escort plaintiff safely to her workstation because Lindsay's conduct had caused her to fear entering the workplace alone.

260. Notwithstanding its knowledge of the stalking, the criminal proceedings, and the prior supervisory authorization, defendant THE CITY OF NEW YORK characterized the protective escorts as abuse of time and leave, imposed thirty-day suspensions upon plaintiff and

her daughter, deprived plaintiff of compensation, adversely affected her pension benefits, and subjected her to continuing disciplinary restrictions through the April 30, 2025 Last Chance Agreement. The Office thereby imposed adverse employment consequences upon plaintiff for conduct undertaken to protect her from the effects of Lindsay's stalking.

261. Defendant DARLENE MARTINEZ exercised supervisory and decision-making authority over the disciplinary proceedings and participated in imposing and maintaining the challenged employment restrictions arising from the previously authorized protective arrangement. MARTINEZ disregarded the circumstances surrounding plaintiff's stalking victimization, the documented need for workplace protection, and the prior authorization of the escorts, subjecting plaintiff to discriminatory disciplinary consequences and continuing employment insecurity.

262. Defendant SEAN DILLON, acting under MARTINEZ's authority as Director of Labor Relations and Discipline, affirmatively participated in implementing the discriminatory disciplinary measures by executing the April 30, 2025 Last Chance Agreement arising from the protective escorts. The agreement imposed thirty-six months of disciplinary probation, restricted plaintiff's ability to challenge subsequent discipline, provided for extensions of probation based upon medical and other absences, and exposed plaintiff to possible termination and additional retirement-related consequences arising from conduct undertaken in response to Lindsay's stalking.

263. Defendant MELISSA POLANCO participated in subsequent Human Resources proceedings concerning plaintiff's reassignment, workplace complaints, disciplinary status, and continued employment during 2026, while the restrictions arising from the protective escorts remained in effect. Plaintiff alleges that POLANCO contributed to maintaining the challenged

employment conditions despite the Office's knowledge of plaintiff's stalking victimization, previously authorized workplace protection, and continuing psychological difficulties associated with the harassment and disciplinary proceedings.

264. Defendants subjected plaintiff to less favorable terms, conditions, and privileges of employment because of her status as a victim of stalking and the employment-related consequences of Lindsay's conduct. The challenged practices included punishing plaintiff for participating in a previously authorized protective arrangement, imposing disciplinary restrictions arising from that arrangement, and disregarding her need for reasonable workplace accommodation. Defendants' conduct constituted discrimination based upon plaintiff's stalking-victim status and the actions of the perpetrator, in violation of Administrative Code §§ 8-107(27)(a) and 8-107(27)(g), and violated the accommodation obligations established by Administrative Code § 8-107(27)(b).

265. Defendants MARTINEZ, DILLON, and POLANCO personally participated in or aided and abetted the discriminatory practices through their respective involvement in imposing, implementing, or maintaining the challenged disciplinary restrictions and employment conditions, in violation of Administrative Code § 8-107(6).

## JURY TRIAL

266. Plaintiff ELIZABETH DIAZ hereby demands a trial by jury of all issues so triable as of right.

## PRAYER FOR RELIEF

WHEREFORE, plaintiff ELIZABETH DIAZ respectfully demands judgment against defendants THE CITY OF NEW YORK, DARLENE MARTINEZ, SEAN DILLON, and MELISSA POLANCO as follows:

a. Declaring that the acts and practices complained of herein violated the New York State Human Rights Law and the New York City Human Rights Law;

b. Awarding plaintiff compensatory damages in an amount to be determined at trial for emotional distress, humiliation, mental anguish, loss of dignity, injury to professional standing, and other non-economic injuries caused by the discriminatory, hostile, and retaliatory conduct alleged herein;

c. Awarding plaintiff all economic damages proven at trial, including lost wages, compensation, employment benefits, pension contributions, pension credits, diminished retirement benefits, and other economic losses resulting from the thirty-day suspension, discriminatory disciplinary restrictions, and subsequent unlawful employment practices;

d. Awarding punitive damages against defendants DARLENE MARTINEZ, SEAN DILLON, and MELISSA POLANCO under the New York City Human Rights Law, in their individual capacities, in an amount sufficient to punish and deter the unlawful conduct established at trial;

e. Permanently enjoining defendants, THE CITY OF NEW YORK, DARLENE MARTINEZ, SEAN DILLON, and MELISSA POLANCO from engaging in further discrimination or retaliation against plaintiff because of her age, disability, status as a victim of stalking, requests for reasonable accommodation, opposition to discrimination, or participation in protected activity;

f. Declaring that the March 2025 disciplinary suspension and April 30, 2025 Last Chance Agreement arose from discriminatory employment practices and directing THE CITY OF NEW YORK and the Office of the Bronx County District

Attorney to rescind the agreement, expunge the disciplinary findings and related adverse notations from plaintiff's personnel records, and restore the employment rights and protections unlawfully restricted thereby;

g. Directing THE CITY OF NEW YORK and the Office of the Bronx County District Attorney to restore plaintiff's lost wages, employment benefits, pensionable compensation, pension credits, and retirement benefits adversely affected by the discriminatory suspension and related disciplinary proceedings;

h. Directing THE CITY OF NEW YORK and the Office of the Bronx County District Attorney to refrain from using the challenged suspension, Last Chance Agreement, or related discriminatory disciplinary findings to impair plaintiff's continued employment, compensation, assignments, transfers, promotional opportunities, pension benefits, retirement eligibility, or other terms and conditions of employment;

i. Directing THE CITY OF NEW YORK and the Office of the Bronx County District Attorney to provide plaintiff with reasonable workplace accommodations consistent with the New York State Human Rights Law and the New York City Human Rights Law, including compliance with applicable cooperative-dialogue requirements;

j. Awarding plaintiff reasonable attorneys' fees, costs, and expenses pursuant to Executive Law § 297(10), New York City Administrative Code § 8-502(g), and all other applicable law;

k. Awarding pre-judgment and post-judgment interest as permitted by law; and

l. Granting such other and further legal and equitable relief as this Court deems just and proper.

Dated: October 15, 2026
Yonkers, N.Y.

Respectfully submitted,

By: s/Eric Sanders
Attorney for Plaintiff ELIZABETH DIAZ

**THE SANDERS FIRM, P.C.**
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Website: http://www.thesandersfirmpc.com

**ATTORNEY VERIFICATION**

STATE OF NEW YORK
ss:

COUNTY OF WESTCHESTER

ERIC SANDERS, ESQ., affirms as follows:

I am an attorney duly admitted to practice before the courts of the State of New York. As attorney for plaintiff in this action, I am familiar with the facts and circumstances of this matter.

The foregoing Verified Complaint is true to the knowledge of the affirmant, except as to those matters stated to be alleged upon information and belief, and as to those matters, affirmant believes them to be true.

This verification is made by the affirmant, rather than by plaintiff, pursuant to CPLR 3020(d)(3), because plaintiff is not within either New York County or Westchester County, the counties in which affirmant maintains offices. CPLR 3020(d)(3) permits verification by an attorney where the party is not within the county in which the attorney maintains his office.

The undersigned attorney affirms that the foregoing statements are true under the penalties of perjury pursuant to CPLR 2106.

Dated: October 15, 2026
Yonkers, N.Y.

Respectfully submitted,

By: s/Eric Sanders
Attorney for Plaintiff ELIZABETH DIAZ

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX INDEX NO.:

ELIZABETH DIAZ

Plaintiff,

-against-

THE CITY OF NEW YORK; DARLENE MARTINEZ; SEAN DILLON; and MELISSA POLANCO

Defendants

**SUMMONS WITH VERIFIED COMPLAINT**

*Duly submitted by:*

By: s/Eric Sanders
Attorney for Plaintiff ELIZABETH DIAZ

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