

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

11 CIV 0721

DORLY HAZAN-AMIR,

Plaintiff,

v.

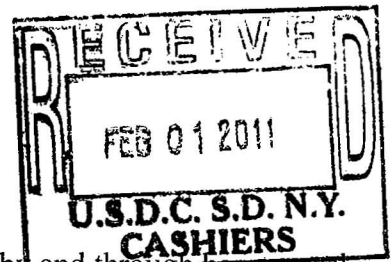
CITIGROUP INC. and CITIGROUP GLOBAL  
MARKETS INC.,

Defendants.

Civil Action No.

COMPLAINT

JURY TRIAL DEMANDED



Plaintiff Dorly Hazan-Amir ("Plaintiff" or "Hazan-Amir"), by and through her counsel,  
Thompson Wigdor & Gilly LLP, as and for her Complaint in this action against Citigroup Inc.  
and Citigroup Global Markets Inc. (together "Citigroup," "Defendants" or the "Company"),  
hereby allege as follows:

NATURE OF THE CLAIMS

1. The outdated "boys club" is alive and well at Citigroup where women are denied equal terms and conditions of employment that are provided to similarly-situated male employees. As a result of this "boys club," men dominate the senior ranks of Citigroup's management and executive positions. In fact, Citigroup's Senior Leadership Committee is dominated by men as it is comprised of 39 men and 5 women, while all 19 members of the Executive Committee are men. Given this disparity in the most senior level positions, it is not surprising to find that the "boys club" filters down through the management ranks to affect all senior and junior level professional positions at Citigroup. The fact that Citigroup turns a blind eye towards its discrimination against women (in violation of well-established federal, state and

local anti-discrimination laws) stands in stark contrast to the federal government's willingness to bail out Citigroup through the Troubled Asset Relief Program ("TARP"). While Citigroup has worked so hard to right the ship and repay TARP funds borrowed from the federal government, it has failed to address the pervasive discrimination and retaliation that its female employees have been subjected to throughout the course of their employment with the Company.

Accordingly, Plaintiff has filed this lawsuit to seek redress for the systematic and pervasive discrimination and retaliation that she has suffered throughout her employment with Citigroup.

2. Ms. Hazan-Amir is currently employed by Citigroup in the Asset Finance Group, where she has been employed since August 2006, throughout the course of her employment with Citigroup she has been subjected to inappropriate and offensive comments based on her gender as well as discriminatory treatment which has manifested itself in the form of significantly less compensation than similarly-situated male colleagues and a demotion to a less prestigious and less lucrative position mere days after she returned from a Family Medical Leave Act ("FMLA") designated maternity leave.

3. Plaintiff seeks declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' unlawful employment practices in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* ("Title VII"), the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.* ("NYSHRL"), the New York City Human Rights Law, New York City Administrative Code §§ 8-101 *et seq.* ("NYCHRL"), and the Family and Medical Leave Act, 29 U.S.C. §§ 2601 *et seq.* ("FMLA").

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1343, as this action involves federal questions regarding the deprivation of Plaintiff's rights. The

Court has supplemental jurisdiction over Plaintiff's related claims arising under state and local law pursuant to 28 U.S.C. § 1367(a).

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Defendants reside in this district and a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

### **PROCEDURAL REQUIREMENTS**

6. Plaintiff has complied with all statutory prerequisites to her Title VII claims, having filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") and having received notice of her right to sue from the EEOC on November 3, 2010. This action is being filed within 90 days of receipt of her EEOC right to sue letter.

7. Prior to the commencement of this action, a copy of this Complaint was served on the New York City Commission on Human Rights and the Offices of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of § 8-502 of the New York City Administrative Code.

8. Any and all other prerequisites to the filing of this suit have been met.

### **PARTIES**

9. Plaintiff Dorly Hazan-Amir is a female current employee of Citigroup who resides in Hoboken, New Jersey. Throughout the course of her employment with Citigroup, she has been employed in the Asset Finance Group ("AFG") which is currently within the Capital Markets Origination Division. At all relevant times, she met the definition of any "employee," under all applicable regulations.

10. Defendant Citigroup Inc. is a Delaware corporation with a principal place of business at 399 Park Avenue, New York, New York. Citigroup Inc. is a global financial services holding company providing financial products and services, including consumer banking and

credit, corporate and investment banking, securities brokerage, and wealth management.

Citigroup Inc. has approximately 16,000 offices and 300,000 employees worldwide. At all relevant times, Defendant Citigroup Inc. met the definition of an “employer” under all relevant statutes.

11. Defendant Citigroup Global Markets Inc. is a New York corporation with a principal place of business at 388 Greenwich Street, New York, New York. Citigroup Global Markets Inc. is a subsidiary of Citigroup Inc. and provides investment banking services on a global basis with approximately 8,600 employees. At all relevant times, Defendant Citigroup Global Markets Inc. met the definition of “employer” under all relevant statutes.

#### **PLAINTIFF’S CLAIMS**

12. Ms. Hazan-Amir began her employment with Citigroup following her graduation, with distinction, from Georgetown University’s M.B.A. program. In addition to possessing her M.B.A., Ms. Hazan-Amir also has a B.A. in Communications and a LL.B. in Law from Tel Aviv University.

13. Ms. Hazan-Amir joined Citigroup as an Associate within the Asset Finance Group (“AFG”) in 2006 where she was employed as a junior transactor. As a junior transactor, Ms. Hazan-Amir was responsible for supporting senior transactors on a deal team in originating, structuring and executing deals in various asset classes in the AFG portfolio (primarily power, rail and aviation).

14. Soon after Ms. Hazan-Amir began her employment with Citigroup, she came to realize that AFG was a cold and ostracizing environment for women, which was primarily the result of the favoritism toward men exhibited by Gary Rothschild, the regional head of AFG.

15. Throughout her employment with AFG, Ms. Hazan-Amir has been subjected to disparate treatment and harassment as a result of her gender, which has manifested itself in significantly less salary and bonus compensation than her male colleagues and her January 2010 demotion to a far less prestigious position only days after she returned from a FMLA-designated maternity leave.

16. Indeed, at the time that Ms. Hazan-Amir joined AFG, there were approximately 25 transactional employees in AFG North America, yet only three of these positions were filled by women. At present, there are currently 21 transactional employees in AFG, yet following Ms. Hazan-Amir's demotion to a less prestigious and less lucrative position, only three of these positions are filled by women, including one female Analyst who was only recently hired after Ms. Hazan-Amir had filed her EEOC Charge.

**A. Denial of Accreditation**

17. Upon joining AFG, Ms. Hazan-Amir completely dedicated herself to the group and worked hard to seek out new clients and transactions to bring to AFG. While Ms. Hazan-Amir was successful in establishing relationships with a number of high-level investors, she was often denied credit when these relationships led to significant deals for AFG.

18. As just one example of Ms. Hazan-Amir being denied credit for her hard work and client relationships, when the group needed to find new sources of funding for a Brazilian wind project, which was in jeopardy of falling apart, Ms. Hazan-Amir reached out to Bill Lyons, Managing Director of Climate Change and Technology Development at AES Corporation ("AES"), for whom she worked during a summer internship prior to joining the Company, and introduced him to Dale Vander Woude, AFG's lead transactor on the project.

19. As a result of Ms. Hazan-Amir's introduction, Mr. Lyons introduced Mr. Vander Woude to Ned Hall, Chairman of Global Wind Generation and Grid Stability for AES. This relationship ultimately led to a deal between AFG and AES whereby AES provided much-needed funds for the Brazilian wind-project, which saved the deal from collapsing.

20. Despite being directly responsible for establishing this relationship, Ms. Hazan-Amir was denied any credit and has instead been criticized by Mr. Rothschild for failing to bring in clients and new transactions.

**B. Denial of Business Opportunities**

21. In addition to being denied appropriate credit for the work that she does, Ms. Hazan-Amir is frequently denied opportunities to interact with high-level clients and other Citigroup employees as a result of her gender.

22. For example, prior to her demotion, Mr. Rothschild routinely excluded Ms. Hazan-Amir from luncheons and dinners with clients, while more junior male employees were included in these meetings.

23. Additionally, Ms. Hazan-Amir was frequently denied the opportunity to engage with existing and potential clients outside of the office. For example, in November 2008, Ms. Hazan-Amir was scheduled to travel to San Diego with Anu Yadav to meet with representatives of an Israeli-based geothermal company regarding a potential transaction on which Ms. Hazan-Amir had been working. While George Revock, the lead transactor and a Director in AFG, and Ms. Yadav felt that Ms. Hazan-Amir – who had worked extensively on the deal and was Israeli – could add value in client-facing situations with the company, Mr. Rothschild disagreed and canceled Ms. Hazan-Amir's travel arrangements without even discussing it with her. When Ms. Hazan-Amir complained and told Mr. Rothschild that she would not have been taken off the

business trip had she been a male associate, Mr. Rothschild angrily rebuked her for expressing these concerns, informing her that he is the Managing Director and that she was not in a position to question his decision-making or authority and explained that the decision was due to “cost cutting.”

24. At the same time as Ms. Hazan-Amir was denied these opportunities under the guise of “cost cutting,” male employees were approved for lavish, first-class business trips.

25. As yet another example of Ms. Hazan-Amir’s denial of business opportunities, in July 2009, Ms. Hazan-Amir’s colleague, Larry Manis, was selected to attend a rail conference in Pittsburgh for the second year in a row. When Ms. Hazan-Amir asked Brad Holley, one of the three Managing Directors in AFG, why she was never selected to attend these conferences, he responded, “When you learn how to play golf, you can go to the rail conference.”

### **C. Inappropriate And Vulgar Comments In The Workplace**

26. In addition to being denied professional development opportunities afforded to similarly-situated male employees, Ms. Hazan-Amir is required to work in an environment where women are subjected to inappropriate and vulgar comments on a regular basis.

27. This inappropriate conduct, which is fostered by Mr. Rothschild, only serves to reaffirm the second-class status of the few women in AFG. For example, Mr. Rothschild revealed his true thoughts regarding the place that women occupy on his team, when on one occasion, he walked by when three male colleagues were assisting Ms. Hazan-Amir on a work-related project in her cubicle and commented, “I’m all for this ‘hiring women thing,’ but not if it’s going to cost me three of my men every time you can’t do something.”

28. Similarly, Dale Vander Woude is well known within AFG for his inappropriate and vulgar comments towards and at the expense of the group's female employees, of which Ms. Hazan-Amir is a frequent target.

29. Despite being made aware of Mr. Vander Woude's comments, Ms. Hazan-Amir's managers have not taken any appropriate corrective action. Indeed, on one occasion when Ms. Hazan-Amir objected to Mr. Vander Woude's vulgar description of his reaction to a client meeting, he crudely instructed others, "Don't mind Dorly, she just likes to blow."

30. When Ms. Hazan-Amir objected to this vulgar reference to oral sex, Mr. Vander Woude, in a continuation of his vulgar joke, responded, "Wind, wind! She likes to blow wind" – referring to the Brazilian wind project that Ms. Hazan-Amir was working on.

31. On another occasion, Mr. Vander Woude told Ms. Hazan-Amir that he expected her to take a special liking to a client because he has a beard. When Ms. Hazan-Amir seemed puzzled, Mr. Vander Woude explained, "You Jewish gals get hot for guys with beards, don't you?"

32. When Ms. Hazan-Amir mentioned some of Mr. Vander Woude's discriminatory comments to her managers, however, her concerns were brushed off with the response, "That's Dale," implying that she was just going to have to accept this discriminatory treatment if she wanted to continue to work in AFG.

**D. Unequal Compensation On the Basis of Gender**

33. Throughout her employment with Citigroup, Ms. Hazan-Amir has been paid significantly less than similarly-situated male colleagues.

34. For example, at the end of her first full year as an Associate in 2007, Ms. Hazan-Amir was awarded a bonus that was significantly less than the bonus that David Van Dorn (who is only one year senior to Ms. Hazan-Amir) had received the previous year.

35. The significant disparity between Ms. Hazan-Amir's bonus compensation and that of her male colleagues grew worse, when in January 2009 (only a few months after Ms. Hazan-Amir's first pregnancy and subsequent to her complaints to Mr. Rothschild about being taken off the business trip) she was awarded a bonus of only \$10,000 for calendar year 2008. As a comparison, Mr. Van Dorn received a bonus in the mid-six figures the prior year when he was at the same level as Ms. Hazan-Amir.

36. While Mr. Rothschild explained that bonuses were generally lower for 2008, Ms. Hazan-Amir's bonus was a mere fraction of the bonuses that were paid to other more junior male employees for this same time period.

37. The trend of substantially smaller bonuses continued in 2009 as Ms. Hazan-Amir was awarded a bonus that was yet again dwarfed by those awarded to more junior male employees. Additionally, while Ms. Hazan-Amir's salary remained flat from 2008 through 2010, all of her male colleagues in AFG received salary increases in January 2010 and June 2010.

38. There is no legitimate business justification for paying Ms. Hazan-Amir significantly less salary and bonus compensation during this time period than similarly-situated male colleagues, especially male employees junior to Ms. Hazan-Amir.

#### **E. Unlawful Pregnancy Discrimination**

39. In August 2008, Ms. Hazan-Amir became pregnant with her first child and promptly informed her managers of the good news.

40. Upon hearing that she was pregnant, another manager in AFG questioned Ms. Hazan-Amir whether she planned to be a “career-mom” or a “mom-mom.”

41. Despite the inappropriate nature of this inquiry which implied that Ms. Hazan-Amir had to choose between her career and her family, Ms. Hazan-Amir responded that she intended to keep working and that her career was important to her. Shortly after she shared this news with her managers, however, Ms. Hazan-Amir suffered a miscarriage. Subsequent to this, Ms. Hazan-Amir noticed that Mr. Rothschild’s attitude towards her changed as he viewed Ms. Hazan-Amir as not fully committed to her position, and not “transactor material,” because she was interested in starting a family.

42. In February 2009, Ms. Hazan-Amir notified her managers that she was again pregnant and expected to take a maternity leave beginning in September 2009. In a continuation of the gender-based comments that she was regularly subjected to during her time working in AFG, Ms. Hazan-Amir’s pregnancy became the butt of jokes in the office as her male co-workers discussed setting up a pool to guess how much weight Ms. Hazan-Amir would gain as a result of her pregnancy.

43. Notwithstanding this, throughout her pregnancy, Ms. Hazan-Amir continued to work diligently, putting in long hours, and working up until the Friday before she gave birth.

44. Following the birth of her daughter, Ms. Hazan-Amir began a FMLA-protected maternity leave and expected to return to work in January 2010. She was shocked to hear from colleagues while she was still out on maternity leave that, upon her return, Mr. Rothschild was going to transfer her from her transactor role to a less prestigious and less lucrative role on AFG’s credit team.

45. On January 11, 2010, a mere five days after she returned from her maternity leave, these rumors were confirmed in a meeting with Mr. Rothschild and George Revock where Mr. Rothschild informed Ms. Hazan-Amir that her managers had discussed her future in AFG and have decided that her skill set is “less fitting for the role of transactor” and that instead she “appears to be a good fit for a role as a credit officer supporting AFG’s transactors.” Mr. Rothschild’s statements were in direct contrast to his prior assurances to Ms. Hazan-Amir that she was on track to be promoted at the end of the 2009 calendar year.

46. In a clear reference to Ms. Hazan-Amir’s new status as a working mother, Mr. Rothschild offered that Ms. Hazan-Amir may benefit from working fewer hours in this new position, and told Ms. Hazan-Amir that they could revisit her promotion to Vice President next year, after she had “earned her stripes” in the credit role. While Mr. Rothschild ostensibly gave Ms. Hazan-Amir the choice to agree to this transfer – he reiterated that he did not see Ms. Hazan-Amir having a future as a transactor in AFG – and instructed Ms. Hazan-Amir to think about the new credit role and get back to him.

47. One week later, Ms. Hazan-Amir met with Mr. Rothschild to discuss this new position. In this meeting, Ms. Hazan-Amir again notified Mr. Rothschild that she felt that she was being treated differently because she was not “one of the guys” and that, while she would prefer to remain a transactor, she would accept whatever role Mr. Rothschild assigned to her.

48. Rather than address the merits of Ms. Hazan-Amir’s complaints of disparate treatment, Mr. Rothschild told her that raising these concerns was both inappropriate and unprofessional. With respect to Ms. Hazan-Amir’s work performance, Mr. Rothschild advised her that “no senior transactor here thinks you’re transactor material” and explained that this was why she was being asked to transfer to the credit role.

49. When Ms. Hazan-Amir declined to “agree” to the transfer to the credit role, but reiterated that she would perform whatever role was assigned to her, Mr. Rothschild adjourned the meeting and told Ms. Hazan-Amir that he would think about it. Later that day, Mr. Rothschild informed Ms. Hazan-Amir that he had decided that she would be reassigned to the credit role and that they should “try to make the best of it.”

50. Since this meeting, Ms. Hazan-Amir has been reassigned to AFG’s credit team where she is paid significantly less than similarly-situated male employees who have remained in transactor roles.

51. Indeed, by their recent conduct which occurred only after Ms. Hazan-Amir filed an EEOC Charge and this lawsuit, Defendants have admitted that Ms. Hazan-Amir was both underpaid and long overdue for a promotion. Accordingly, in January 2011, Ms. Hazan-Amir was finally promoted to the position of Vice President and awarded a salary increase and bonus. The salary and bonus paid to Ms. Hazan-Amir is still, however, substantially less than the compensation paid to similarly-situated male employees.

**G. History of Gender Discrimination In AFG**

52. Unfortunately, Ms. Hazan-Amir is only the latest in a long line of highly qualified women who have been subjected to gender discrimination and retaliation while assigned to AFG, particularly those assigned to work under the supervision of Mr. Rothschild.

53. During the course of her employment in AFG, she has also learned that there is a history of female professional employees being subjected to disparate treatment (including denial of credit, lack of access for business opportunities and less compensation than similarly-situated male employees) and being held back from advancing on account of their gender which, in many cases, ultimately led these women to leave AFG. This history of discrimination is not only

evidence of a continuing pattern of discrimination against women that Ms. Hazan-Amir was ultimately subjected to during the course of her employment with Citigroup, but also evidence of Defendants' discriminatory motive and intent underlying their decision to (i) pay Ms. Hazan-Amir less in compensation than similarly-situated male employees, (ii) deny Ms. Hazan-Amir business opportunities that are provided to similarly-situated male employees, and (iii) demote Ms. Hazan-Amir to a less prestigious and less lucrative transactor position immediately following her return from maternity leave. Further, Ms. Hazan-Amir's supervisors were aware of this history of discrimination against women, yet did nothing to correct it.

### **AS AND FOR A FIRST CAUSE OF ACTION**

#### **(Gender Discrimination in Violation of Title VII, 42 U.S.C. § 2000(e))**

54. Each allegation contained in paragraphs 1 through 53, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

55. Citigroup has discriminated against Plaintiff on the basis of her gender in violation of Title VII by treating her differently from and less favorably than similarly-situated male employees and by subjecting her to disparate working conditions, including, but not limited to, subjecting her to disparate terms and conditions of employment on the basis of her gender in violation of Title VII.

56. In addition or in the alternative, Citigroup's policies, practices and/or procedures for making decisions which provide managers with unchecked discretion in making decisions related to compensation, assignments, promotions, performance evaluations, discipline and terminations have produced a disparate impact against women, including Plaintiff.

57. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which she is entitled to an award of monetary damages and other relief.

58. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

59. Citigroup's unlawful and discriminatory actions constitute malicious, willful and wanton violations of Title VII for which Plaintiff is entitled to an award of punitive damages.

**AS AND FOR A SECOND CAUSE OF ACTION**

**(Gender Discrimination in Violation of the New York State Human Rights Law)**

60. Each allegation contained in paragraphs 1 through 59, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

61. Citigroup has discriminated against Plaintiff on the basis of her gender in violation of the NYSHRL by treating her differently from and less favorably than similarly-situated male employees and by subjecting her to other disparate terms and conditions of employment on the basis of her gender in violation of NYSHRL.

62. In addition or in the alternative, Citigroup's policies, practices and/or procedures for decision-making which provide managers with unchecked discretion in making decisions related to compensation, assignments, promotions, performance evaluations, discipline and terminations have produced a disparate impact against women, including Plaintiff in violation of NYSHRL.

63. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYSHRL, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which she is entitled to an award of monetary damages and other relief.

64. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYSHRL, Plaintiff has suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

**AS AND FOR A THIRD CAUSE OF ACTION**

**(Gender Discrimination in Violation of the New York City Human Rights Law)**

65. Each allegation contained in paragraphs 1 through 64, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

66. Citigroup has discriminated against Plaintiff on the basis of her gender in violation of the NYCHRL by treating her differently from and less favorably than similarly-situated male employees and by subjecting her to disparate working conditions, including, but not limited to, subjecting her to disparate terms and conditions of employment on the basis of her gender in violation of NYCHRL.

67. In addition or in the alternative, Citigroup's policies, practices and/or procedures for decision-making which provide managers with unchecked discretion in making decisions related to compensation, assignments, promotions, performance evaluations, discipline and terminations have produced a disparate impact against women, including Plaintiff in violation of NYCHRL.

68. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYCHRL, Plaintiff has suffered and continues to suffer monetary and/or economic harm, for which she is entitled to an award of monetary damages and other relief.

69. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYCHRL, Plaintiff has suffered and continues to suffer severe mental anguish

and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

70. Citigroup's unlawful and retaliatory actions constitute malicious, willful and wanton violations of NYCHRL for which Plaintiff is entitled to an award of punitive damages.

**AS AND FOR A FOURTH CAUSE OF ACTION**

**(Retaliation in Violation of Title VII, 42 U.S.C. § 2000(e))**

71. Each allegation contained in paragraphs 1 through 70, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

72. Citigroup retaliated against Ms. Hazan-Amir by, *inter alia*, subjecting her to materially adverse actions that would deter a reasonable person for engaging in protected activity in violation of Title VII.

73. As a direct and proximate result of Citigroup's unlawful and retaliatory conduct in violation of Title VII, Ms. Hazan-Amir has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which she is entitled to an award of monetary damages and other relief.

74. Citigroup's unlawful and retaliatory actions constitute malicious, willful and wanton violations of Title VII for which Ms. Hazan-Amir is entitled to an award of punitive damages.

**AS AND FOR A FIFTH CAUSE OF ACTION**

**(Retaliation in Violation of the New York State Human Rights Law)**

75. Each allegation contained in paragraphs 1 through 74, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

76. Citigroup retaliated against Ms. Hazan-Amir by, *inter alia*, subjecting her to materially adverse actions that would deter a reasonable person for engaging in protected activity in violation of NYSHRL.

77. As a direct and proximate result of Citigroup's unlawful and retaliatory conduct in violation of NYSHRL, Ms. Hazan-Amir has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which she is entitled to an award of monetary damages and other relief.

**AS AND FOR A SIXTH CAUSE OF ACTION**

**(Retaliation in Violation of the New York City Human Rights Law)**

78. Each allegation contained in paragraphs 1 through 77, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

79. Citigroup retaliated against Ms. Hazan-Amir by, *inter alia*, subjecting her to materially adverse actions that would deter a reasonable person for engaging in protected activity in violation of NYCHRL.

80. As a direct and proximate result of Citigroup's unlawful and retaliatory conduct in violation of NYCHRL, Ms. Hazan-Amir has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain

and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

81. Citigroup's unlawful and retaliatory actions constitute malicious, willful and wanton violations of NYCHRL for which Ms. Hazan-Amir is entitled to an award of punitive damages.

#### **AS AND FOR A SEVENTH CAUSE OF ACTION**

##### **(Pregnancy Discrimination in Violation of Title VII, 42 U.S.C. § 2000(e))**

82. Each allegation contained in paragraphs 1 through 81, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

83. Citigroup has discriminated against Ms. Hazan-Amir by denying her equal terms and conditions of employment available to employees who are not pregnant or who do not have children or childcare obligations in violation of the Title VII.

84. As a direct and proximate result of Citigroup's unlawful conduct in violation of the Title VII, Ms. Hazan-Amir has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

85. Citigroup's unlawful and retaliatory actions constitute malicious, willful and wanton violations of Title VII for which Ms. Hazan-Amir is entitled to an award of punitive damages.

### **AS AND FOR AN EIGHTH CAUSE OF ACTION**

#### **(Pregnancy Discrimination in Violation of the New York State Human Rights Law)**

86. Each allegation contained in paragraphs 1 through 85, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

87. Citigroup has discriminated against Ms. Hazan-Amir by denying her equal terms and conditions of employment available to employees who are not pregnant or who do not have children or childcare obligations in violation of the NYSHRL.

88. As a direct and proximate result of Citigroup's unlawful conduct in violation of the NYSHRL, Ms. Hazan-Amir has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

### **AS AND FOR A NINTH CAUSE OF ACTION**

#### **(Pregnancy Discrimination in Violation of the New York City Human Rights Law)**

89. Each allegation contained in paragraphs 1 through 88, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

90. Citigroup has discriminated against Ms. Hazan-Amir by denying her equal terms and conditions of employment available to employees who are not pregnant or who do not have children or childcare obligations in violation of the NYCHRL.

91. As a direct and proximate result of Citigroup's unlawful conduct in violation of the NYCHRL, Ms. Hazan-Amir has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to depression, humiliation, embarrassment, stress

and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as physical injury, for which she is entitled to an award of monetary damages and other relief.

92. Citigroup's unlawful and retaliatory actions constitute malicious, willful and wanton violations of NYCHRL for which Ms. Hazan-Amir is entitled to an award of punitive damages.

#### **AS AND FOR A TENTH CAUSE OF ACTION**

##### **(Interference with Rights Under the Family Medical Leave Act)**

93. Each allegation contained in paragraphs 1 through 92, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

94. Citigroup has violated the FMLA by unlawfully interfering with, restraining, or denying the exercise of Ms. Hazan-Amir's rights by, *inter alia*, failing to reinstate Ms. Hazan-Amir to the same position or a position equivalent to the position that she occupied prior to her FMLA designated maternity leave.

95. As a direct and proximate result of Citigroup's unlawful conduct in violation of the FMLA, Ms. Hazan-Amir has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief.

96. Defendants' unlawful actions constitute bad faith, malicious, willful and wanton violations of the FMLA for which Ms. Hazan-Amir is entitled to an award of liquidated damages.

#### **AS AND FOR AN ELEVENTH CAUSE OF ACTION**

##### **(Retaliation in Violation of the Family Medical Leave Act)**

97. Each allegation contained in paragraphs 1 through 96, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

98. At all times relevant herein, Ms. Hazan-Amir was an “eligible employee” within the meaning of the FMLA. Similarly, at all times relevant herein, Citigroup was and is a “covered employer” within the meaning of the FMLA.

99. Citigroup has violated the FMLA by unlawfully retaliating against Ms. Hazan-Amir for exercising rights protected by the FMLA by, *inter alia*, subjecting Ms. Hazan-Amir to adverse employment actions that would reasonably dissuade a reasonable person from exercising rights protected by the FMLA.

100. As a direct and proximate result of Citigroup’s unlawful and retaliatory conduct in violation of the FMLA, Ms. Hazan-Amir has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief.

101. Defendants’ unlawful and retaliatory actions constitute bad faith, malicious, willful and wanton violations of the FMLA for which Ms. Hazan-Amir is entitled to an award of liquidated damages.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests the following relief:

- A. A declaratory judgment that Defendants' actions, conduct and practices complained of herein violate the laws of the United States and the State and City of New York;
- B. An injunction and order permanently restraining Defendants and its partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any further unlawful practices, policies, customs, usages, and gender discrimination as set forth herein;
- C. An order directing Defendants to place Plaintiff in the position she would have occupied but for Defendants' discriminatory, retaliatory and otherwise unlawful treatment of her, as well as to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices and otherwise unlawful conduct are eliminated and do not continue to affect Plaintiff;
- D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages, including but not limited to, the loss of past and future income, wages, compensation, seniority and other benefits of employment;
- E. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including but not limited to, compensation for her mental anguish and emotional distress, humiliation, depression, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical or mental injuries;

F. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

G. An award of punitive damages, in an amount to be determined at trial;

H. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff in an amount to be determined at trial, plus prejudgment interest;

I. An award of costs that Plaintiff has incurred in this action, including but not limited to expert witness fees, as well as reasonable attorneys' fees and costs to the fullest extent permitted by law; and

J. Such other and further relief as the Court may deem just and proper.

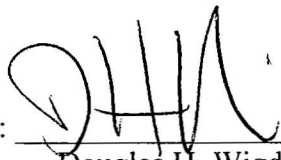
**JURY DEMAND**

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

Dated: February 1, 2011  
New York, New York

Respectfully submitted,

**THOMPSON WIGDOR & GILLY LLP**

By:   
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