

JUDGE PATTERSON

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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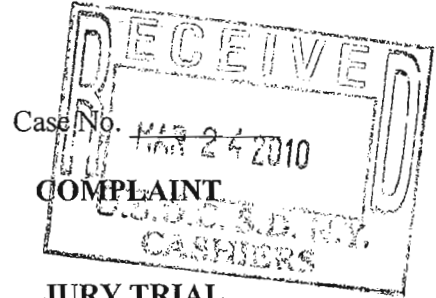
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CHARLOTTE HANNA,

Plaintiff,

v.

GOLDMAN, SACHS & CO. and THE GOLDMAN
SACHS GROUP, INC.,

Defendants.
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Plaintiff Charlotte Hanna (“Plaintiff” or “Ms. Hanna”), by and through her undersigned counsel, as and for her Complaint in this action against Defendants Goldman, Sachs & Co. and The Goldman Sachs Group, Inc. (together, “Defendants,” “Goldman Sachs” or the “Firm”), hereby alleges as follows:

NATURE OF THE CLAIMS

1. This is an action seeking declaratory, injunctive and equitable relief, as well as monetary damages, to redress Goldman Sachs’ unlawful employment practices against Ms. Hanna, including the Firm’s discriminatory treatment and unlawful termination of Ms. Hanna’s employment due to her gender and/or pregnancy and ensuing child-care responsibilities, 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, New York Executive Law §§ 290 et seq. (“NYSHRL”), the New York City Human Rights Law, New York Administrative Code §§ 8-101 et seq. (“NYCHRL”), the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (“NJLAD”), as well as the

Firm's unlawful interference with Plaintiff's exercise of her rights under the Family Medical Leave Act, 29 U.S.C. §§ 2601 et seq. ("FMLA").

2. Specifically, once Ms. Hanna, an outstanding and loyal former employee of Goldman Sachs, elected to work part-time after she became pregnant, she was channeled into positions that compromised her earnings potential at the Firm, professional growth and development, and prospects for advancement. Indeed, it is clear that when Ms. Hanna decided to take the "off-ramp" provided by the Firm to devote time to her children, there was no "on-ramp" that enabled her to return to full-time employment with the Firm. Essentially, the "off-ramp" was a direct path to a mommy-track that ultimately derailed Ms. Hanna's career, and resulted in the unlawful and retaliatory termination of her employment immediately before her scheduled return from maternity leave for her second child.

3. Despite the Firm's touted, self-serving commitments toward working mothers, it is clear that Goldman Sachs views working mothers as second-class citizens who should be at home with their children rather than contributing in the workplace as a productive employee.

4. Goldman Sachs' discriminatory and unlawful conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Ms Hanna's protected rights, which has caused and continues to cause her to suffer substantial economic and non-economic damages, as well as severe mental anguish and emotional distress.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action pursuant

to 28 U.S.C. §§ 1331 and 1343, as this action involves federal questions regarding the deprivation of the rights of Plaintiff under federal civil rights laws. The Court has supplemental jurisdiction over Plaintiff's related claims arising under state or local law pursuant to 28 U.S.C. § 1367(a).

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because during the relevant time period Goldman Sachs' headquarters was located within the Southern District of New York, and a substantial part of the events or omissions giving rise to this action occurred in this District.

PARTIES

7. Plaintiff Charlotte Hanna is a female former employee of Goldman Sachs who resides in New York, New York. Goldman Sachs hired Ms. Hanna as an Associate and was eventually promoted to the position of Vice President of Goldman Sachs University ("GSU"), the position she held until Goldman Sachs unlawfully terminated her employment. At all times relevant herein, Ms. Hanna was an "employee" and/or an "eligible employee" under all applicable statutes.

8. Defendant Goldman, Sachs & Co. is a Delaware Corporation authorized to do business in the State of New York with its principal place of business at 85 Broad Street, New York, New York 10004. Defendant Goldman, Sachs & Co. is a leading provider of investment banking and other financial services with over 25,000 employees worldwide. At all times relevant herein, Defendant Goldman, Sachs & Co. was an "employer" and/or a "covered employer" under all applicable statutes.

9. Defendant The Goldman Sachs Group, Inc. is a Delaware Corporation authorized to do business in New York with its headquarters located at 85 Broad Street,

New York, New York 10004. Defendant The Goldman Sachs Group, Inc. is a leading global financial services firm providing investment banking, securities and investment management services with over 25,000 employees worldwide. At all times relevant herein, Defendant The Goldman Sachs Group, Inc. was an “employer” and/or a “covered employer” under all applicable statutes.

PROCEDURAL REQUIREMENTS

10. 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”) on or about July 6, 2009, and having received notice of her right to sue from the EEOC, dated January 15, 2010. This action is being filed within 90 days of receipt of her EEOC right to sue letter.

11. 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 Office 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.

12. Any and all other prerequisites to the filing of this action have been met.

FACTUAL ALLEGATIONS

Charlotte Hanna’s Career at Goldman Sachs

13. Ms. Hanna joined Goldman Sachs in 1998 as an Associate and performed her job with the highest degree of professionalism and competence. Indeed, Ms. Hanna consistently received praise for her performance from colleagues, managers and senior internal clients.

14. In recognition of her hard work and considerable contributions to the Firm, she was promoted to Vice President in GSU, just two years later.

15. Ms. Hanna worked tirelessly to launch and establish GSU and was an integral part of its success. Her potential for advancement to a more senior leadership in GSU was well-recognized prior to her first pregnancy.

16. By way of example only, in 2005, prior to becoming pregnant with her first child, Ms. Hanna had several career development discussions with her supervisor, Carol Pledger, about becoming one of Ms. Pledger's possible successors as Head of GSU – the only Managing Director position in the organization.

17. However, Ms. Hanna's potential for advancement within Goldman Sachs came to a halt when she went on maternity leave with her first child in February 2005 – seven years after she began her career at the Firm.

Ms. Hanna is Channeled Into Less Lucrative and Desirable Positions

18. At the time Ms. Hanna had her first child, she decided to take advantage of the Firm's part-time opportunity due to her pregnancy and child care needs. Almost immediately after making that decision, she was "mommy-tracked" into positions that compromised her earnings potential at the Firm, professional growth and development, and prospects for advancement.

19. Indeed, in or around February 2005, when Ms. Hanna returned from her first maternity leave to work part-time, she hit the proverbial glass ceiling with respect to compensation and opportunities for professional development and promotions. Tellingly, Ms. Hanna was channeled into a position with no prospect of advancement.

20. By way of example only, Ms. Hanna was directed to report to Thomas Osmond, who also was a Vice President within GSU. Such a reporting structure was entirely illogical given that Ms. Hanna continued to work almost exclusively for Ms. Pledger, the Head of GSU and its only Managing Director.

21. Mr. Osmond was Ms. Hanna's colleague who ran a divisional GSU team until he was offered Ms. Hanna's position while she was still out on maternity leave. Indeed, Ms. Hanna was demoted to a position that reported into the same position that she held prior to having her first child.

22. Ms. Hanna was devastated that she was demoted from her position as Head of the GSU Cross-Divisional team. Embarrassingly, Ms. Hanna also was removed from her office that she maintained for six years and relocated into a cubical area seated next to employees who were far junior to her. At the same time, male employees who were junior to Ms. Hanna worked in offices, as well as employees Ms. Hanna had hired.

23. Despite this unlawful discriminatory treatment, Ms. Hanna continued to work hard and performed her job with the highest degree of professionalism as she was determined to be restored to her status from before her pregnancy and maternity leave and to continue a successful career at Goldman Sachs.

24. Indeed, Ms. Hanna's 2006 performance review reflected her strong work ethic and specifically commended her for accomplishing as much as a full-time employee.

Involuntary Transfer to GSU Operations

25. In 2007, Ms. Hanna once again was channeled to a new position in GSU Operations. This position was demeaning to Ms. Hanna because she was the only female

employee in GSU Operations, and was required to report to yet another peer, Bellamy Schmidt, a Vice President, instead of Ms. Pledger.

26. In addition to the continued demotion from her pre-pregnancy position as Head of a GSU Unit, Ms. Hanna systematically was excluded from GSU Operations, as well as social functions on an almost daily basis.

27. Indeed, from the outset, Mr. Schmidt, along with Mike Kwizinski and Shimon Senderowitz, Associates at Goldman Sachs, made it clear that Ms. Hanna was not welcome in the “boys-only” club. These exclusionary practices, which were committed solely on the basis of Ms. Hanna’s gender, were evidence of the unlawful pattern and practice of discrimination at Goldman Sachs.

28. By way of example only, Messrs. Schmidt, Kwizinski and Senderowitz routinely excluded Ms. Hanna from meetings regarding ongoing projects within GSU operations. Indeed, on one occasion, they conducted a meeting to discuss tech-related strategy. Ms. Hanna clearly should have been included in this important meeting, but she only discovered that a meeting even took place when Mr. Senderowitz, an Associate, casually remarked that he had attended a meeting with Messrs. Schmidt and Kwizinski. Even though Ms. Hanna was a Vice President – and more senior to Mr. Senderowitz – he patronizingly told Ms. Hanna that he would “fill her in” on the details of the important meeting.

29. Similarly, Messrs. Schmidt, Kwizinski and Senderowitz routinely went out to lunch together without inviting Ms. Hanna.

30. Messrs. Schmidt, Kwizinski and Senderowitz also discussed highly inappropriate topics in front of Ms. Hanna.

31. Moreover, Messrs. Schmidt, Kwizinski and Senderowitz treated Ms. Hanna as if she were incapable of performing at their level because of her gender and because she worked part-time due to her child-care responsibilities. Indeed, on one occasion, Ms. Hanna was purportedly working on the creative aspects of a website project with Messrs. Kwizinski and Senderowitz, who dealt with more of the technical aspects. When Ms. Hanna needed input from Messrs. Kwizinski and Senderowitz to complete her portion of the website project, they continuously gave her the run-around and even failed to acknowledge her requests altogether.

32. Ms. Hanna had no choice but to contact managers from other departments, and even was forced to reach out to an outside technology team to obtain the information that Messrs. Kwizinski and Senderowitz withheld from her. All the while, Mr. Schmidt stood idly by and did nothing to facilitate Ms. Hanna's access to the information that she needed to complete her work.

Ms. Hanna's Second Pregnancy and Subsequent Unlawful Termination

33. The discriminatory treatment and deliberate efforts by Goldman Sachs to marginalize Ms. Hanna and drive her out of the Firm culminated in the decision to single Ms. Hanna out – the one female employee in Cross-Divisional GSU who was on maternity leave – for termination.

34. Despite the discriminatory treatment that Ms. Hanna faced at Goldman Sachs after she became pregnant and went on her first maternity leave in 2005, she continued her dedication and focus with the false hope that her hard work would help remedy the situation.

35. In 2008, Ms. Hanna became pregnant with her second child. In September of that year, Ms. Hanna was required to go on bed rest due to her pregnancy.

36. Ms. Hanna continued to work for Goldman Sachs throughout this difficult time, even building a website for the Firm.

37. Ms. Hanna then went on FMLA-designated maternity leave on November 3, 2008, which was approved until March 2, 2009.

38. On November 17, 2008, Ms. Hanna gave birth to her second child.

39. Rather than wait until March 3, 2009, when Ms. Hanna was scheduled to return to the Firm from maternity leave, Mr. Osmond began to insist on giving Ms. Hanna her annual performance review. Due to his persistence, Ms. Hanna relented and Mr. Osmond gave Ms. Hanna her performance review two weeks after she gave birth – while she was still on maternity leave. Mr. Osmond’s impatience was a clear reflection of the Firm’s deliberate plan to set the stage for Ms. Hanna’s termination.

40. Indeed, Mr. Osmond conducted Ms. Hanna’s review, even though he admittedly had little contact with her. Not surprisingly, this was Ms. Hanna’s first performance evaluation that was not stellar. Indeed, this review contradicted Ms. Hanna’s demonstrated performance throughout the year and contained multiple unfounded criticisms of Ms. Hanna. Moreover, it was an aberration from every one of her prior annual performance reviews.

41. During this review, Ms. Hanna voiced her objections to the desperate attempts by Goldman Sachs to find fault with her performance. By way of example only, although her review stated that she “has had the feedback before that she needs to listen more . . . and that theme **continued** into 2008,” (emphasis added), this directly

contradicted her mid-year performance review. In fact, during her 2008 mid-year performance review with Paul Krikler, he had praised Ms. Hanna for the noticeable improvement her colleagues had recognized with respect to her listening skills.

42. When confronted with this information, Mr. Osmond admitted to Ms. Hanna that he had based some of his substantive comments on past reviews – not on her demonstrated contributions to the Firm throughout 2008.

43. This obvious disparate treatment and effort to marginalize and push out of the Firm a talented, dedicated and hard-working professional who became a new mother culminated in Goldman Sachs' decision to single out Ms. Hanna for termination.

44. Indeed, exactly one week before Ms. Hanna was scheduled to return to the Firm from her maternity leave, Ms. Pledger informed Ms. Hanna that her position purportedly was being “eliminated.”

45. This explanation was merely pretext for the Firm's true intention – namely, to terminate Ms. Hanna's employment because of her pregnancy and FMLA-designated maternity leave, without reinstating her to the same or substantially equivalent position as required by the FMLA.

46. Upon information and belief, Ms. Hanna's position was, in fact, not eliminated. Specifically, another employee (with no children) was brought in by the Firm while Ms. Hanna was on maternity leave in 2008 to “fill in” and perform marketing-related duties in GSU. Upon further information and belief, this employee is still employed at Goldman Sachs to perform Ms. Hanna's duties, although she has been reassigned to a different group to create the appearance that Ms. Hanna's position no longer exists.

47. Further evidencing the pretextual nature of Ms. Hanna's termination, the Firm's purported "downsizing" resulted in a reduction in force of just one employee – Ms. Hanna. Indeed, Ms. Hanna was the only person in Cross-Divisional GSU whose position purportedly was eliminated at that time. Tellingly, this was the case even though there were several other individuals in GSU who were obvious choices for termination due to their poor performance.

48. Upon information and belief, Ms. Hanna is not the only woman in Ms. Pledger's Cross-Divisional GSU and Talent Assessment groups (the only teams for which Ms. Pledger did not share any matrixed management responsibility) who has been terminated after going out on maternity leave. Indeed, upon information and belief, two other women who went on maternity leave met the exact same fate.

49. Upon information and belief, 75% of the people selected for termination from Ms. Pledger's teams had recently been on maternity leave.

50. Upon further information and belief, none of the female employees who were retained over Ms. Hanna ever took maternity leave while at Goldman Sachs.

51. As a result of Goldman Sachs' unlawful discrimination, including, but not limited to, the termination of her employment, Ms. Hanna has suffered monetary and/or economic damages, including, but not limited to, the loss of past and future income, compensation and other benefits.

52. As a further result of Goldman Sachs' unlawful and discriminatory actions, Ms. Hanna has suffered 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.

53. Goldman Sachs' discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Hanna's civil rights.

AS AND FOR A FIRST CAUSE OF ACTION

(Interference with Plaintiff's Rights under the Family Medical Leave Act)

54. Plaintiff hereby repeats and realleges each and every allegation in Paragraphs 1 through 53, inclusive, as if fully set forth herein.

55. At all times relevant herein, Ms. Hanna was an "eligible employee" within the meaning of the FMLA. Similarly, at all times relevant herein, Goldman Sachs was and is a "covered employer" within the meaning of the FMLA.

56. In 2008, when Ms. Hanna informed Goldman Sachs that she was pregnant with her second child, she was entitled to and received 12 weeks of protected leave under the FMLA.

57. Goldman Sachs has violated the FMLA by unlawfully interfering with, restraining, or denying the exercise of Ms. Hanna's FMLA rights by, inter alia, (i) failing to reinstate Ms. Hanna to the same position or a position equivalent to the position that she occupied prior to her exercising rights protected by the FMLA; and/or (ii) selecting Ms. Hanna for a purported reduction in force, a decision which was motivated, either in whole or in part, by Ms. Hanna's exercise of her rights protected by the FMLA.

58. As a direct and proximate result of Goldman Sachs' unlawful conduct in violation of the FMLA, Ms. Hanna has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief.

59. Goldman Sachs' unlawful actions constitute bad faith, malicious, willful and wanton violations of the FMLA for which Ms. Hanna is entitled to an award of liquidated damages.

AS AND FOR A SECOND CAUSE OF ACTION

(Retaliation in Violation of the Family Medical Leave Act)

60. Plaintiff hereby repeats and realleges each and every allegation in Paragraphs 1 through 59, inclusive, as if fully set forth herein.

61. At all times relevant herein, Ms. Hanna was an "eligible employee" within the meaning of the FMLA. Similarly, at all times relevant herein, Goldman Sachs was and is a "covered employer" within the meaning of the FMLA.

62. In 2008, Ms. Hanna notified Goldman Sachs that she was pregnant with her second child and would be taking a protected FMLA-designated leave upon the birth of her second child.

63. On November 3, 2008, Ms. Hanna took a protected FMLA-designated leave of absence from her position with Goldman Sachs.

64. Ms. Hanna has suffered the following adverse employment actions because she exercised rights protected by the FMLA: (i) Goldman Sachs' failure to reinstate Ms. Hanna to the same position or a position equivalent to the position that she occupied prior to her exercising rights protected by the FMLA; and/or (ii) her selection for a purported reduction in force, a decision which was motivated, either in whole or in part, by Ms. Hanna's exercise of her rights protected by the FMLA.

65. As a direct and proximate result of Goldman Sachs' unlawful and retaliatory conduct in violation of the FMLA, Ms. Hanna has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief.

66. Goldman Sachs' unlawful and retaliatory actions constitute bad faith, malicious, willful and wanton violations of the FMLA for which Ms. Hanna is entitled to an award of liquidated damages.

AS AND FOR A THIRD CAUSE OF ACTION

(Gender and/or Pregnancy Discrimination in Violation of Title VII)

67. Plaintiff hereby repeats and realleges each and every allegation in Paragraphs 1 through 66, inclusive, as if fully set forth herein.

68. Goldman Sachs discriminated against Plaintiff on the basis of her gender and/or pregnancy, need to take maternity leave and child care needs in violation of Title VII by treating her differently from and less favorably than similarly-situated employees who did not become pregnant, subjecting her to disparate working conditions and other disparate terms and conditions, demoting her, and terminating her employment because she became pregnant and took maternity leave for the birth of her second child.

69. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered and continues to suffer monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled an award of monetary damages and other relief.

70. As a direct and proximate result of Goldman Sachs' 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 compensatory damages and other relief.

71. Goldman Sachs' discriminatory actions in violation of Title VII were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Hanna's civil rights, for which she is entitled to an award of punitive damages.

AS AND FOR A FOURTH CAUSE OF ACTION

**(Gender and/or Pregnancy Discrimination in Violation of
New York State Human Rights Law)**

72. Plaintiff hereby repeats and realleges each and every allegation in Paragraphs 1 through 71, inclusive, as if fully set forth herein.

73. Goldman Sachs has discriminated against Plaintiff on the basis of her gender and/or pregnancy, need to take maternity leave and child care needs, in violation of the New York State Human Rights Law by treating her differently from and less favorably than similarly-situated employees who did not become pregnant, subjecting her to disparate working conditions and other disparate terms and conditions, demoting her, and terminating her employment because she became pregnant and took maternity leave for the birth of her second child.

74. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of the New York State Human Rights Law, Plaintiff has suffered and continues to suffer monetary and/or economic harm, including, but not

limited to, loss of past and future income, compensation and benefits, for which she is entitled an award of monetary damages and other relief.

75. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of the New York State Human Rights Law, 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 compensatory damages and other relief.

AS AND FOR A FIFTH CAUSE OF ACTION
(Gender and/or Pregnancy Discrimination in Violation of
New York City Human Rights Law)

76. Plaintiff hereby repeats and realleges each and every allegation in Paragraphs 1 through 75, inclusive, as if fully set forth herein.

77. Goldman Sachs has discriminated against Plaintiff on the basis of her gender and/or pregnancy, need to take maternity leave and child care needs, in violation of the New York City Human Rights Law by treating her differently from and less favorably than similarly-situated employees who did not become pregnant, subjecting her to disparate working conditions and other disparate terms and conditions, demoting her, and terminating her employment because she became pregnant and took maternity leave for the birth of her second child.

78. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of the New York City Human Rights Law, Plaintiff has suffered and continues to suffer monetary and/or economic harm, including, but not

limited to, loss of past and future income, compensation and benefits, for which she is entitled an award of monetary damages and other relief.

79. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of the New York City Human Rights Law, 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 compensatory damages and other relief.

80. Goldman Sachs' unlawful discriminatory actions in violation of New York City Human Rights Law were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Hanna's civil rights, for which she is entitled to an award of punitive damages.

AS AND FOR A SIXTH CAUSE OF ACTION
(Gender and/or Pregnancy Discrimination in Violation of
the New Jersey Law Against Discrimination)

81. Plaintiff hereby repeats and realleges each and every allegation in Paragraphs 1 through 80, inclusive, as if fully set forth herein.

82. Goldman Sachs has discriminated against Plaintiff on the basis of her gender and/or pregnancy, need to take maternity leave and child care needs, in violation of the New Jersey Law Against Discrimination by treating her differently from and less favorably than similarly-situated employees who did not become pregnant, subjecting her to disparate working conditions and other disparate terms and conditions, demoting her, and terminating her employment because she became pregnant and took maternity leave for the birth of her second child.

83. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of the New Jersey Law Against Discrimination, Plaintiff has suffered and continues to suffer monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled an award of monetary damages and other relief.

84. As a direct and proximate result of Goldman Sachs' unlawful discriminatory conduct in violation of the New Jersey Law Against Discrimination, 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 compensatory damages and other relief.

85. Goldman Sachs' unlawful discriminatory actions in violation of the New Jersey Law Against Discrimination were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Hanna's civil rights, for which she is entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Goldman Sachs complained of herein violate the laws of the United States, the State of New York and the City of New York;

B. An injunction and order permanently restraining Goldman Sachs from engaging in such unlawful conduct;

C. An order directing Goldman Sachs to place Plaintiff in the position she would have occupied but for Defendants' discrimination, retaliation and other unlawful conduct, as well as to take such affirmative action, including reinstatement, as necessary to ensure that the effects of these unlawful employment practices are eliminated and do not affect Plaintiff's employment;

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 harm, including, but not limited to, the loss of past and future income, wages, compensation, 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 compensatory harm, including, but not limited to, compensation for her depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering;

F. 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;

G. An award of liquidated damages in an amount to be determined at trial pursuant to 29 U.S.C. § 2617(a)(1)(A)(iii);

H. An award of punitive damages, in an amount to determined at trial, sufficient to deter Goldman Sachs from engaging in future illegal and/or wrongful conduct;

I. An award of costs that Plaintiff incurred in this action, as well as her reasonable attorneys' fees, to the fullest extent permitted by law; and

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

JURY DEMAND

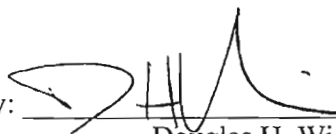
Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: New York, New York
March 24, 2010

Respectfully submitted,

THOMPSON WIGDOR & GILLY LLP

By: _____



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