

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

TAMARA PETERS,

Plaintiff,

v.

CARVER BANCORP, INC. D/B/A  
CARVER FEDERAL SAVINGS BANK  
AND ROBERT RENNIS, JOINTLY AND  
SEVERALLY,

Defendants.

No.: \_\_\_\_\_

COMPLAINT

NATURE OF THE ACTION

1. Plaintiff Tamara Peters, through her counsel, files this Complaint against her former employer Defendants Carver Bancorp, Inc. d/b/a Carver Federal Savings Bank and Robert Rennis, asserting several claims: *quid pro quo* sexual harassment and retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, the New York State Human Rights Law and New York City Human Rights Law, aiding and abetting the harassment under the NYSHRL and NYCHRL, and assault and battery.

JURISDICTION, VENUE & ADMINISTRATIVE REQUIREMENTS

2. This Court has subject matter jurisdiction over this matter under 28 U.S.C. §§ 1331 and 1337, 1343, and supplemental jurisdiction over Plaintiff Peters' state law claims under 28 U.S.C. § 1367.

3. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1).

4. On September 6, 2024, Plaintiff Peters received her Right to Sue letter from the U.S. Equal Employment Opportunity Commission. (Exhibit A).

THE PARTIES

5. Plaintiff Peters was, at all relevant times, an adult individual, residing in Kings County, New York.

6. Defendant Carver Federal Savings Bank is a foreign business corporation that is organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York with its corporate headquarters at 1825 Park Avenue, Harlem, New York.

7. Defendant Carver Federal Savings Bank is a resident of this District.

8. Defendant Rennis was, at all relevant times, an adult individual, residing in Kings County, New York.

STATEMENT OF FACTS

Background<sup>1</sup>

9. Defendant Carver Federal Savings Bank, opened under the leadership of M. Moran Weston in 1948, is the largest black-owned financial institution in the United States.

10. Defendants employed Plaintiff Peters as a universal banker since September 20, 2023 at its 1009 Nostrand Avenue, Brooklyn, New York branch, until June 5, 2024.

11. Plaintiff Peters reported directly to her manager, Robert Rennis.

12. Defendant Rennis hired Plaintiff Peters and had the authority to fire her, control her schedule and control other employment terms and conditions.

Quid Pro Quo Sexual Harassment

13. Defendant Rennis took advantage of his supervisory role over Plaintiff Peters by directly connecting her career advancement with accepting his sexual advances.

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<sup>1</sup> These headers are only for organizational purposes.

14. Prior to hiring her, Plaintiff Peters began expressing to Defendant Rennis her interest in working at the Bank and he said she would be a great addition to the team. When she would express interest in the job, Defendant Rennis would try to change the subject to her relationship status, ask her what he would get in return if he hired her, he would ask her to come to a hotel room he would rent in Brooklyn and would ask her out on dates. She, in turn, would bring the subject back to working at the Bank, and he would get visibly irritated.

15. Plaintiff Peters, excited for the opportunity to work at the Bank, ignored the clear *quid pro quo* sexual harassment and commenced employment at the Bank.

16. After she started working at the Bank, Defendant Rennis made Plaintiff Peters feel that she owes him something for the job.

17. After she started working at the Bank, Defendant Rennis continued to express his romantic feelings towards Plaintiff Peters, and ask her if she finds him attractive.

18. After she started working at the Bank, Defendant Rennis used his supervisory position to try to pressure Plaintiff Peters into a sexual relationship. He would, for example, tell her that he is the one who presses the buttons; that he is the “CEO of the branch;” that he initiates promotions; that she is an at-will employee and can be fired at any time; and that he could make everything happen for her. As he would say these things, Plaintiff Peters would try to change the topic and he, in response, would say he does not take rejection well and would quickly remind her that he can get her promoted.

Advances become more intense

19. The longer she worked at the Bank, Defendant Rennis' sexual advances became more intense and persistent.

20. As she continued to work at the Bank, Defendant Rennis began asking Plaintiff Peters for a kiss.

21. On Friday, September 22, 2023, Defendant Rennis was adamant he drive her home, to which Plaintiff Peters said she could get home on her own. He, in response, became extremely angry and annoyed. Not wanting to antagonize her boss, Plaintiff Peters agreed and got into the car with him. He, immediately, began telling her how beautiful she is and put his hand on top of her vagina area (on top of her clothes) and started to rub that area. She, in response, told him to stop and pushed his hand away. Undeterred, he leaned over and kissed her without her invitation or consent.

22. After Defendant Rennis kissed her, Plaintiff Peters did not know how to handle the situation because she was so excited for this once-in-a-lifetime job opportunity; she just started working there; he is her boss; he knew how much she wanted the job; and he knew she is financially supporting her family. She, accordingly, tried to ignore him, versus quitting.

23. In retaliation for her ignoring him and wanting to assert control over her, Defendant Rennis would take control over her appointments and would not allow her to speak to customers until she spoke to him about the appointments. Then, instead of discussing the customer, he would ask her if she were considering being in a relationship with him and ask her why she would not give him a chance. She, in turn, would try to bring it back to work but he kept bringing it back to making unwanted sexual advances on her.

24. On October 17, 2023, Defendant Rennis invited Plaintiff Peters into his office, telling her he wants to show her how to open accounts but that was not the true purpose of the meeting: he, instead, kept asking her out on a date. She, in turn, tried to turn the conversation to discussing the different types of accounts – information someone in her role needs to know. Defendant Rennis, however refused to provide that information and told her he would not provide the information because she is not responding to his sexual advances.

25. Around this time, Defendant Rennis began telling Plaintiff Peters that they can go to work events together and he would get them a big hotel suite in Brooklyn where they can “hang out,” order food and watch television.

26. On Saturday, November 18, 2023, Defendant Rennis scheduled Plaintiff Peters to go to a work event with him, during which he kept asking her to go to dinner with him afterwards. During that event, she kept rejecting his advances and he kept getting more hostile. When she asked him why he was getting so hostile with her, he responded by saying he wants them to get a place for them that evening.

27. In November, Defendant Rennis was called to the corporate office to discuss allegations that he was favoring Plaintiff Peters. He, subsequently, told her about that meeting and told her he can say whatever he wants because he is the boss and nobody would believe what she has to say.

28. This type of relationship caused Plaintiff Peters to feel uncomfortable, made her feel trapped and have extreme distress.

29. Plaintiff Peters kept trying to ignore these sexual advances, not wanting to jeopardize this amazing job opportunity. Defendant Rennis, recognizing this, kept

reminding her that he sets the rules, that he sets the schedule, that he is the “CEO of the branch,” that he pushes the button, and that he gives promotions. He would also show her a draft email from him to Human Resources, in which he recommends her for a promotion to the personal banker role. The message was clear: accept my sexual advances and I will get you promoted.

Plaintiff Peters Tries to Avoid Defendant Rennis

30. Plaintiff Peters, trying to avoid Defendant Rennis, began consulting only with Assistant Manager Gayle Atkinson. Seeing this, Defendant Rennis would tell Plaintiff Peters that he is the only manager at the branch.

31. Undeterred, on December 13, 2023, Defendant Rennis picked her up in his car and rubbed her leg without her consent. She, in turn, told him to stop and pushed him off.

32. On December 14, 2023, Defendant Rennis called Plaintiff Peters and begged her to go out with him on her birthday and spend the night with him. She said no.

33. On December 15, 2023, Defendant Rennis gave her a birthday card with money.

34. Later in December 2023, Defendant Rennis offered to give Plaintiff Peters a ride home. When she said no, he commented that she is failing to show appreciation for him getting her this job. She, fearing for her job and not wanting to antagonize her boss, got into the car and shortly after he exposed his penis to her. She quickly told him to stop.

35. On January 2, 2024, recognizing that Plaintiff Peters was avoiding him and speaking only with the Assistant Manager Atkinson, Manger Rennis told her that Assistant Manager Atkinson had been making comments to him about her.

36. On January 10, 2024, Defendant Rennis spoke to her about a December 11, 2023 incident where she was accused of leaving her cash box unattended. But he wanted to continue this discussion during after hours.

37. On January 12, 2024, Defendant Rennis again asked Plaintiff Peters to stay after hours to discuss the December 11 incident. She did stay but he did not discuss the incident; he talked about his feelings towards her.

38. On January 23, 2024, Defendant Rennis told Plaintiff Peters that he did not appreciate her not coming to his office because he was lonely. She, in turn, asked him why is he hostile towards her and she said she appreciates his efforts in helping her develop. He, in response, said she is not showing him sufficient appreciation for him getting her this job by not giving him a chance. Following this, Plaintiff Peters started to sharply reduce her engagement with him.

39. On February 16, 2024, Defendant Rennis scheduled a meeting with Plaintiff Peters during regular business hours solely to ask her why she was avoiding him, to which Plaintiff Peters said she did not appreciate his comments. He then asked if a chance exists that they would ever be together and she said no, to which he said he does not like rejection.

40. On February 20, 2024, Defendant Rennis scheduled a meeting with Plaintiff Peters to review clients' credit, even though they had already discussed this on February 14. The February 20 meeting was, ultimately, another attempt by Defendant Rennis to harass Plaintiff Peters and to persuade her to date him and she, again, told him she is not interested in him.

41. Plaintiff Peters took paid time off from February 21 to February 29, 2024.

42. In early March 2024, Defendant Rennis asked Plaintiff Peters whether she would ever, now or in the future, consider being in a relationship with him. She responded, “No.”

43. After telling him she would not consider being in a relationship with him, on March 12, 2024, Defendant Rennis scheduled a coaching meeting with Plaintiff Peters during which he accused her of being late 13 times and put her on a Performance Improvement Plan. This was the first time he took any disciplinary action on her “lateness.”

44. The PIP was in retaliation for Plaintiff Peters rejecting Defendant Rennis’ sexual advances.

45. Plaintiff Peters is the first employee whom Defendant Rennis has put on a PIP, this is despite other employees having a cash shortage and other employees cursing at work, among other things.

46. Putting Plaintiff Peters on a PIP for purportedly arriving late is a pretext for retaliation as she arrived at work the same time since she started and Defendant Rennis did not say anything about it until she made clear she would never be in a relationship with him.

47. On March 19 2024, Defendant Rennis asked Plaintiff Peters to come to his office but she declined.

48. On March 20, 2024, Defendant Rennis arrived at the branch and yelled at Plaintiff Peters for not watching the employees process the ATM, even though he never previously asked her to watch the employees do this. She, in turn, told him that she feels harassed by him and will be reporting him to Human Resources. He, in turn, said she was not following ATM procedures.



49. On March 21, 2024, Plaintiff Peters complained to Salima Sangare and Rene Jordan of Human Resources about Defendant Rennis. Human Resources, in response, said they have heard similar complaints about Defendant Rennis.

50. After Plaintiff Peters called Human Resources, she asked Defendant Rennis and Assistant Manager Atkinson for a copy of the ATM policy and procedure she supposedly violated but they could not provide it to her.

51. On April 3, 2024, Defendant Rennis scheduled a meeting with Plaintiff Peters to discuss her supposedly being late. She, in response, asked why is he now raising this if it has been an issue for so long. He had no answer for this.

52. On April 3, 2024, Plaintiff Peters emailed Human Resources Sangare that she feels “extremely bullied, unsafe, uncomfortable and targeted in the branch.”

53. On April 6, 2024, Assistant Manager Atkinson confirmed for Plaintiff Peters that the ATM policy and procedure do not exist.

54. On April 16, 2024, Defendant Rennis told Plaintiff Peters that she was being transferred for business reasons. He, during this discussion, expressed the widely acknowledged view that their branch is strongly preferred to the branch to where Plaintiff Peters would be transferred.

55. On multiple occasions, Mangaer Rennis would ask Plaintiff Peters to come into his office, during which he would show her a wet spot in the crotch area of his pants, apparently where he had ejaculated. He would then say that he must wear dark-colored suits so the wet spots do not show.

56. A clear pattern exists of Defendant Rennis connecting Plaintiff Peters' advancement at the Bank with accepting his sexual advances and, when she rejected his advances, he harasses and retaliates against her.

57. Defendant Rennis took advantage of Plaintiff Peters' excitement for this amazing career opportunity.

58. The harassment and retaliation Plaintiff Peters has endured has caused her to suffer stress, anxiety, sleepless nights and duress.

59. Plaintiff Peters resisted earlier going to and relying on Human Resources because Defendant Rennis told her they would not do anything to help her; that they are not real human resources; that they do not keep anything confidential; and because Defendant Rennis is very close with his boss and he would protect Defendant Rennis.

60. Plaintiff Peters was trapped: this job was a once-in-a-lifetime job opportunity that she was so excited to have; and Defendant Rennis had connected her success and survival at this job with entering into a sexual relationship with him.

61. By May 2024, Plaintiff Peters had finally had enough. She, through her attorneys, complained of the unlawful conduct to the Bank and went on a paid leave of absence.

62. On June 5, 2024, the Bank offered to transfer her to another location but she declined that offer and separated from the Bank, as she cannot imagine ever continuing to work at the Bank following the harassment and retaliation she endured.

63. No reasonable person in Plaintiff Peters' position would agree continue working at the Bank.

64. Defendants constructively discharged Plaintiff Peters.

65. Plaintiff Peters is not the first employee to complain about Defendant Rennis. In a November 2023 email, Natalia Lalanne (Universal Banker) complained to Human Resources employee Sangare about him, stating he creates a “hostile work environment.”

FIRST CAUSE OF ACTION  
RETALIATION UNDER TITLE VII  
(As against Defendant Carver Bancorp, Inc.)

66. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

67. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, as amended, for relief based upon the unlawful employment practices of Defendant Carver Bancorp, Inc.

68. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-3(a) provides that it shall be unlawful employment practice for an employer: “(1) to... discriminate against any of his employees... because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this subchapter.”

69. At all relevant times, Plaintiff Peters was an employee and person within the meaning of the Title VII and Defendant Carver Bancorp, Inc. is an employer.

70. Plaintiff Peters complained to Defendant Carver Bancorp, Inc. that she was being sexually harassed.

71. Plaintiff Peters objected to Defendant Rennis about his unwanted and unsolicited sexual advances.

72. The Title VII prohibits sexual harassment.

73. Defendant Carver Bancorp, Inc. retaliated against Plaintiff Peters for complaining about and objecting to Defendant Rennis' sexual advances, including putting her on a PIP, threatening to transfer her, continued harassment of her and constructively discharging her.

74. Defendant Carver Bancorp, Inc. retaliated against Plaintiff Peters with respect to her employment terms, working conditions and privileges of employment, violating Title VII.

75. No legitimate, non-retaliatory reasons exist for the adverse action Defendant Carver Bancorp, Inc. took against Plaintiff.

76. Defendant Carver Bancorp, Inc.'s actions against Plaintiff Peters were willful, malicious and wanton.

SECOND CAUSE OF ACTION  
RETALIATION UNDER THE NEW YORK STATE HUMAN RIGHTS LAW  
(As against Defendants Carver Bancorp, Inc. and Rennis)

77. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

78. At all relevant times, Plaintiff Peters was an employee and person within the meaning of the NYSHRL and Defendants are employers.

79. Given his supervisory authority over Plaintiff Peters, Defendant Rennis constitutes an employer under the NYSHRL.

80. Plaintiff Peters complained to Defendant Carver Bancorp, Inc. that she was being sexually harassed.

81. Plaintiff Peters objected to Defendant Rennis about his unwanted and unsolicited sexual advances.

82. The NYSHRL prohibits sexual harassment.

83. Defendants retaliated against Plaintiff Peters for complaining about and objecting to Defendant Rennis' sexual advances, including putting her on a PIP and threatening to transfer her, continued harassment of her and constructively discharging her.

84. Defendants retaliated against Plaintiff Peters with respect to her employment terms, working conditions and privileges of employment, violating the New York State Human Rights Law, §§ 296 *et seq.* of the New York State Executive Law.

85. Defendants were employers within the meaning of N.Y. Lab. Law §§ 190, 196-d, 615(5), 652 and supporting New York State Department of Labor Regulations and employed Plaintiff Peters.

86. No legitimate, non-retaliatory reasons exist for the adverse action Defendants took against Plaintiff.

87. Defendants' actions against Plaintiff Peters were willful, malicious and wanton.

THIRD CAUSE OF ACTION  
RETALIATION UNDER THE NEW YORK CITY HUMAN RIGHTS LAW  
(As against Defendants Carver Bancorp, Inc. and Rennis)

88. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

89. At all relevant times, Plaintiff Peters was an employee and person within the meaning of the NYCHRL and Defendants are employers.

90. Given his supervisory authority over Plaintiff Peters, Defendant Rennis constitutes an employer under the NYCHRL.

91. Plaintiff Peters complained to Defendant that she was being sexually harassed.

92. Plaintiff Peters objected to Defendant Rennis about his unwanted and unsolicited sexual advances.

93. The NYCHRL prohibits sexual harassment.

94. Defendants retaliated against Plaintiff Peters for complaining about and objecting to Defendant Rennis' sexual advances, including putting her on a PIP and threatening to transfer her, continued harassment of her and constructively discharging her.

95. Defendants retaliated against Plaintiff Peters with respect to her employment terms, working conditions and privileges of employment, violating the New York City Human Rights Law, §§ 8-101 *et seq.* of the New York City Administrative Code §§ 296 *et seq.*

FOURTH CAUSE OF ACTION  
*QUID PRO QUO* SEXUAL HARASSMENT UNDER TITLE VII  
(As against Defendant Carver Bancorp, Inc.)

96. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

97. Title VII prohibits employment discrimination and harassment based on gender. 42 U.S.C. § 2000e-2(a)(1).

98. Plaintiff Peters was subjected to unwelcomed sexual conduct in the workplace that constitutes *quid pro quo* sex-based harassment.

99. The *quid pro quo* sexual harassment was sufficiently severe and pervasive to alter the conditions of Plaintiff Peters' employment, creating an abusive working environment.

100. Defendant Carver Bancorp, Inc. is vicariously liable for an actionable hostile and discriminatory environment created by its supervisors who had immediate or successively higher authority over Plaintiff Peters.

101. Defendant Rennis had the authority to affect Plaintiff Peters' employment terms and conditions.

102. As a result of this *quid pro quo* sexual harassment of her, Plaintiff Peters has suffered and continues to suffer, *inter alia*, loss of wages, emotional distress, mental anguish, emotional pain, physical pain and suffering, inconvenience, loss of enjoyment of life and medical expenses.

FIFTH CAUSE OF ACTION

QUID PRO QUO SEXUAL HARASSMENT UNDER THE NYSHRL  
(As against Defendants Carver Bancorp, Inc. and Rennis)

103. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

104. The NYSHRL prohibits employment discrimination and harassment based on gender. N.Y. Exec. Law § 296(1)(a).

105. Plaintiff Peters was subjected to unwelcomed sexual conduct in the workplace that constitutes *quid pro quo* sex-based harassment.

106. The *quid pro quo* sexual harassment was sufficiently severe and pervasive to alter the conditions of Plaintiff Peters' employment, creating an abusive working environment.

107. Defendant Carver Bancorp, Inc. is vicariously liable for an actionable hostile and discriminatory environment created by its supervisors who had immediate or successively higher authority over Plaintiff Peters.

108. Defendant Rennis had the authority to affect Plaintiff Peters' employment terms and conditions.

109. As a result of this *quid pro quo* sexual harassment of her, Plaintiff Peters has suffered and continues to suffer, *inter alia*, loss of wages, emotional distress, mental anguish, emotional pain, physical pain and suffering, inconvenience, loss of enjoyment of life and medical expenses.

SIXTH CAUSE OF ACTION  
QUID PRO QUO SEXUAL HARASSMENT UNDER THE NYCHRL  
(As against Defendants Carver Bancorp, Inc. and Rennis)

110. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

111. Plaintiff Peters was treated less well than her male colleagues because of her gender, violating N.Y.C. Admin. Code § 8-107(1)(a).

112. Defendant is strictly liable for the actionable hostile environment created by its supervisors who had immediate or successively higher authority over Plaintiff Peters.

113. Defendant Rennis had the authority to affect Plaintiff Peters' employment terms and conditions.

114. As a result of the *quid pro quo* sexual harassment of her, Plaintiff Peters has suffered and continues to suffer, *inter alia*, loss of wages, emotional distress, mental anguish, emotional pain, physical pain and suffering, inconvenience, loss of enjoyment of life and medical expenses.



115. Defendants harassed Plaintiff Peters with malice and/or reckless indifference to her rights under the NYCHRL.

116. As a result of their unlawful conduct, Plaintiff Peters can recover punitive damages against Defendant. N.Y.C. Admin. Code § 8-502.

SEVENTH CAUSE OF ACTION  
AIDING AND ABETTING UNDER THE NYSHRL  
(As against Defendant Rennis)

117. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

118. Defendant Rennis aided and abetted the harassment and retaliation of Plaintiff Peters, violating NYSHRL § 296(6).

119. As a proximate result of Defendant Rennis' actions, Plaintiff Peters has suffered and continues to suffer substantial loss of past and future earnings, bonuses, other employment benefits.

120. As a further proximate result of Defendant Rennis' actions, Plaintiff Peters has suffered and continues to suffer severe and lasting embarrassment, humiliation and anguish, and other incidental and consequential damages and expenses.

EIGHTH CAUSE OF ACTION  
AIDING AND ABETTING UNDER THE NYCHRL  
(As against Defendant Rennis)

121. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

122. Defendant Rennis aided and abetted the harassment and retaliation of Plaintiff Peters, violating NYC Admin. Code § 8-107(6).

123. As a proximate result of Defendant Rennis' actions, Plaintiff Peters has suffered and continues to suffer substantial loss of past and future earnings, bonuses, other employment benefits.

124. As a further proximate result of Defendant Rennis' actions, Plaintiff Peters has suffered and continues to suffer severe and lasting embarrassment, humiliation and anguish, and other incidental and consequential damages and expenses.

NINTH CAUSE OF ACTION  
SEXUAL ASSAULT  
(As against Defendant Rennis)

125. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

126. Defendant Rennis' sexual touching created a reasonable apprehension in Plaintiff Peters of immediate harmful or offensive contact to her person, all of which Defendant Rennis did without her consent.

127. As a direct and proximate result of the assault, Plaintiff Peters has sustained in the past, and will continue to sustain in the future, serious and severe psychological injuries and emotional distress, mental anguish, embarrassment and humiliation.

128. By reason of the foregoing, Plaintiff Peters is entitled to compensatory damages from Defendant Rennis in such sums a jury would find fair, just and adequate.

129. Plaintiff Peters is further entitled to punitive and exemplary damages from Defendant Rennis in such sums as a jury would find fair, just and appropriate to deter others from future similar misconduct.

TENTH CAUSE OF ACTION  
BATTERY  
(As against Defendant Rennis)

130. Plaintiff Peters repeats every allegation of the preceding paragraphs as if set forth in this cause of action.

131. Defendant Rennis sexually touched Plaintiff Peters without her consent in a harmful and offensive manner.

132. As a direct and proximate result of the battery, Plaintiff Peters has sustained in the past, and will continue to sustain in the future, serious and severe psychological injuries and emotional distress, mental anguish, embarrassment and humiliation.

133. By reason of the foregoing, Plaintiff Peters is entitled to compensatory damages from Defendant Rennis in such sums a jury would find fair, just and adequate.

134. Plaintiff Peters is further entitled to punitive and exemplary damages from Defendant Rennis in such sums as a jury would find fair, just and appropriate to deter others from future similar misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Peters respectfully requests that this Court grant the following relief:

1. Accepts jurisdiction over this matter.
2. Impanels and charges a jury with respect to the causes of action.
3. Awards Plaintiff Peters the following damages:
  - a. Back pay, front pay, and all benefits along with pre and post judgment interest;
  - b. An award of punitive damages;

c. Punitive, liquidated and compensatory damages including, but not limited to, damages for pain and suffering, anxiety, humiliation, loss of enjoyment of life, and emotional distress in order to compensate her for the injuries she has suffered and to signal to other employers that sexual harassment and retaliation is repulsive to legislative enactments;

d. An injunction against Defendant Carver Bank and its officers, agents, successors, employees, representatives and any and all persons acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;

e. Attorneys' fees, costs and expenses to the fullest extent permitted by law; and

f. Any other relief that this Court deems just and equitable.

DEMAND FOR TRIAL BY JURY

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff Peters demands a trial by jury on all questions of fact the Complaint raises.

Dated: New York, New York  
September 10, 2024

LIPSKY LOWE LLP

s/ Douglas B. Lipsky  
Douglas Lipsky  
420 Lexington Avenue, Suite 1830  
New York, New York 10170-1830  
212.392.4772  
doug@lipskylowe.com  
*Attorneys for Plaintiff*