

U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

06 6154

AMY H. SEILER,

FILED
U.S. DISTRICT COURT E.D.N.Y.

Index No. _____

★ NOV 16 2006 ★

BROOKLYN OFFICE

Handwritten initials and signature

COMPLAINT

-against-

HARRY J. MULRY, JR. and GREGORY G. SHAUB,
d.b.u. the firm name and style, MULRY & SHAUB, LLP,

WEXLER, J.

Defendants.

BOYLE, M.J.

The Plaintiff, AMY H. SEILER, by Solomon M. Lowenbraun, Esq., her attorney
for her Complaint, respectfully shows the Court and alleges as follows:

FOR A FIRST AND SEPARATE CLAIM AGAINST THE
DEFENDANTS, HARRY J. MULRY, JR. AND GREGORY G. SHAUB
AS PARTNERS, IN MULRY & SHAUB, LLP

1. That the Plaintiff, AMY H. SEILER, resides at 67 Plandome Road,
Manhasset, New York 11030, within the Eastern District of New York.

2. That upon information and belief, HARRY J. MULRY, JR. (hereinafter
MULRY) and GREGORY G. SHAUB (hereinafter SHAUB) Defendants
herein, are admitted to practice law in the State of New York and at all times
hereinafter mentioned conducted their practice under the partnership name of
MULRY & SHAUB, LLP.

3. That the location of Defendants' law offices is Suite 211, 14 Vanderventer Avenue, Port Washington, New York 11050.
4. That Plaintiff entered into the employment of Defendants comprising both partners in MULRY & SHAUB, LLP on or about April 26, 2005.
5. That Plaintiff was engaged as a paralegal, based on the fact that Plaintiff had received a paralegal studies certificate "with distinction" from C.W. Post College of Long Island University in June, 1996 and had been employed by several attorneys in the period before Defendants hired her as a paralegal.
6. That at the time Plaintiff had entered into employment of Defendants at MULRY & SHAUB, LLP, the only other employee in Defendants' office was DEBBIE ROSEN, whose employment arrangement included primarily performance of bookkeeping functions in addition to assisting Plaintiff in the performance of general office duties (including answering the telephone and acting as receptionist for clients of MULRY & SHAUB, LLP).
7. That during the latter part of March 2006 Plaintiff's fellow employee DEBBIE ROSEN gave notice to the Defendants that she was departing Mulry & Shaub, LLP in early April for employment elsewhere.

8. That during the latter part of March 2006, as a consequence of DEBBIE ROSEN having given notice to both Defendants of her impending departure, Defendants conferred together with Plaintiff and during said conference both Defendants assured Plaintiff that they were making efforts to interview candidates to replace DEBBIE ROSEN.
9. That furthermore, during the aforesaid conference, Defendants called upon Plaintiff to expand her duties to include discharging and performing the urgent matters which made up the ordinary responsibilities performed by Plaintiff's co-worker DEBBIE ROSEN, until such time as a qualified replacement would be engaged to assume duties and responsibilities ordinarily performed by Plaintiff's co-worker, DEBBIE ROSEN.
10. Plaintiff, relying on the assurances given by both Defendants that a replacement for DEBBIE ROSEN would be engaged by Defendants, made every effort to perform duties customarily performed by a bookkeeper, telephone receptionist and office employee, in addition to Plaintiff's full-time paralegal duties.
11. That as time progressed in April and early May 2006, Plaintiff attempted to expand her performance in her own job description, as well as performing the duties of her former co-worker DEBBIE ROSEN.

12. That the above attempts by Plaintiff to perform her paralegal duties as well as the urgent duties of her former co-worker resulted in Plaintiff being unable to keep current with the duties of her own job description and that of her former co-worker.

13. That further consequences which resulted from the inadequate staffing was the accumulation of unfulfilled tasks which caused disputes by and between the Plaintiff and her employers and arguments concerning the priority of the needs between the two Defendants intensified the ongoing contest for Plaintiff's services to produce the Defendants' letters, legal forms, pleadings, deeds and contracts, etc.

14. The atmosphere surrounding the workplace where Plaintiff was engaged became a nightmare and caused Plaintiff repeatedly to call upon her employers, Defendants herein, to accelerate their search for a replacement for DEBBIE ROSEN.

15. That at times Plaintiff's workplace became an undignified location for heated exchanges and accusations concerning baseless allegations of errors executed in the production of various documents, letters, deeds, contracts, etc. Yet Defendants failed to make a determination on whom amongst their interviewees would be designated as a replacement for DEBBIE ROSEN.

16. That the delay on the part of both Defendants in engaging a replacement for their departed employee DEBBIE ROSEN caused Plaintiff to sustain stomach distress, headaches and disagreeable fits of temper, and digestive upsets the result of having to fend off arguments with Defendants resulting from the delays in completing conflicting work assignments for Defendants herein, all to Plaintiff's damage in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

AS AND FOR A SECOND AND SEPARATE CLAIM
AGAINST DEFENDANT HARRY J. MULRY, JR.

17. Plaintiff reasserts and realleges each and every allegation contained in Paragraphs 1 through 16 hereof inclusive, the same as if set forth herein at length.
18. That on or about May 25, 2006 one such confrontation between Plaintiff and Defendant HARRY J. MULRY, JR. took place at Plaintiff's work station in Defendants' office suite, at which time Plaintiff was engaged in her assigned task of preparing two checks for Defendant MULRY for a scheduled real estate closing that same afternoon. Defendant MULRY screamed uncontrollably and unnecessarily at Plaintiff to hurry up and complete the checks, and grasped both Plaintiff's upper arms forcibly with both his hands.

19. The aforesaid acts of Defendant MULRY caused Plaintiff to demand of Defendant MULRY: "Take your hands off me!" at the same time as Plaintiff pushed said Defendant away from her. Plaintiff thereupon immediately removed herself from Defendants' office suite for the next several days (over the Memorial Day weekend). During said holiday weekend, Plaintiff received two messages of apology from Defendant MULRY on her home voice mail service. Each message urged her to return to Defendants' office suite on Tuesday, May 30, 2006.
20. That as a consequence of the actions of Defendant MULRY, Plaintiff has sustained damages in the amount of twenty-five thousand dollars (\$25,000.00).
21. That following Plaintiff's return to work on Tuesday, May 30, 2006, Defendants established a pattern of expecting Plaintiff to do literally two jobs without additional compensation, and without adequate time during the regular workweek to fully complete the assignments.
22. It became apparent to Plaintiff that the Defendants were continuing a program or campaign to cause the Plaintiff to voluntarily resign from employment by Defendants.

AS AND FOR A THIRD SEPARATE CLAIM
AGAINST DEFENDANT HARRY J. MULRY, JR. AND
DEFENDANT GREGORY G. SHAUB

23. Plaintiff reasserts and realleges each and every allegation contained in Paragraphs 1 through 22 hereof inclusive, the same as if set forth herein at length.
24. That Defendants pretended to be engaged in a program intended to find a replacement employee for DEBBIE ROSEN,
25. That thereafter on June 27, 2006 Defendants, without prior notice, convened a meeting with Plaintiff and summarily advised Plaintiff that her services as a paralegal in Defendants' offices were being terminated on June 30, 2006, without giving a reason thereof; and Plaintiff was paid her regular salary through July 15, 2006.
26. That the Plaintiff has sustained a loss of earnings of approximately \$9,230.00 to date hereof, and said loss will continue to increase until Plaintiff obtains replacement employment, which Plaintiff is diligently currently seeking.

AS AND FOR A FOURTH CLAIM AGAINST
DEFENDANT HARRY J. MULRY, JR

27. Plaintiff reasserts and realleges each and every allegation contained in Paragraphs 1 through 26 hereof inclusive, the same as if set forth herein at length.

28. That on or about June 30, 2006, the Plaintiff's final day of attendance at the office suite maintained by Defendants MULRY and SHAUB, the Defendant MULRY approached Plaintiff at Plaintiff's work station and grasped both her upper arms and then MULRY passionately embraced Plaintiff and kissed her fully on the mouth, to Plaintiff's shock and dismay; Plaintiff then firmly disengaged herself from Defendant's grasp and slipped away and firmly said "good bye" and left the Defendants' premises all to Plaintiff's damage in the sum of \$25,000.

WHEREFORE, the Plaintiff prays the Court to award judgment in favor of Plaintiff, AMY H. SEILER, and against Defendants HARRY J. MULRY, JR. and GREGORY G. SHAUB, as partners, under the name Mulry & Shaub, LLP as follows:

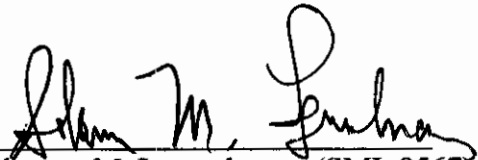
- a) on the first claim \$100,000.00;
- b) on the second claim \$25,000.00;

c) on the third claim the sum of \$9,239.00, and increasing; and

d) on the fourth claim in the sum of \$25,000.00,

constituting a total of \$159,230 and increasing, together with interest from June 30, 2006, costs and disbursements of this action.

DATED: Great Neck, New York
October 2006


Solomon M. Lowenbraun, (SML 9567)

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