

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

SATOMI SOUTHWARD,

Plaintiff,

-against-

FOOD SCOPE AMERICA, INC.,
FOOD SCOPE NY, LLC d/b/a MEGU RESTAURANT,
and DOE CORPORATIONS 1-5,

Defendants.

-----X

Index No.:

VERIFIED COMPLAINT

Plaintiff, as and for her Verified Complaint, respectfully alleges, all upon information and belief, as follows:

IDENTITY OF PARTIES

1. At all relevant times mentioned herein, Plaintiff Satomi Southward (“Southward”) was and is a resident of the City and State of New York and was employed by Defendants Food Scope America, Inc. and Food Scope NY, LLC (collectively “Food Scope”) d/b/a MEGU (“Megu”), and/or either of them in one of their restaurants located in the County, City and State of New York.

2. Food Scope America, Inc. and Food Scope NY, LLC are domestic corporations duly organized under the laws of the State of New York and are authorized to conduct business in the County, City and State of New York, and together own several upscale Japanese restaurants in New York City.

3. At all relevant times mentioned herein, Food Scope was and is doing business as Megu restaurant in Tribeca, which was and is an upscale Japanese restaurant with a place of business in the City, County and State of New York and employs over one hundred staff members and serves modern Japanese cuisine to patrons.

4. Defendant Doe Corporations 1-5 are sued herein under fictitious names for the reason that, after diligent and faithful efforts to ascertain their names and identities through review of corporate filings, their true names and identities are presently unknown to Plaintiff except that they were connected in some manner with Food Scope America, Inc. and/or Food Scope NY, LLC d/b/a Megu and/or were individuals, corporations, business entities, partnerships, agents, services, representatives, co-venturers, associates, companies or other entities who engaged in the activities alleged herein and/or were in some manner responsible for the damages inflicted to Plaintiff and/or were, in some manner, related to Megu and Plaintiff prays for leave to insert herein their true names, identities, capacities, activities and/or responsibilities when the same are ascertained.

BACKGROUND RELEVANT TO ALL CAUSES OF ACTION

5. Southward commenced her employment with Megu in January 2005 as a Server in its Tribeca location in the County, City and State of New York.

6. At all relevant times herein, Southward was qualified for her position and performed her duties in a satisfactory manner as confirmed by, among other things, the fact that one of its chefs, Mitsuo Endo (“Endo”) solicited Southward all the way from Seattle, Washington because of her

skills and experience.

7. From January 2005 until on or about the spring of 2005, Southward was permitted to work in an environment that was free of discrimination and abuse.

8. However, beginning in the spring of 2005, Southward's work environment changed and became permeated and infected with discriminatory ridicule and insult when Southward became the victim of unwelcome, humiliating, egregious and reprehensible sexual harassment that was so severe and pervasive that it significantly altered the terms, conditions and privileges of her employment.

9. In part, the conduct described herein was engaged in by a senior Megu employee, namely Endo, who was a chef at the time Southward began her employment at Megu, and was subsequently promoted to head chef around the fall of 2005, as well as other kitchen staff, so that Megu, because of the high level of one of the perpetrators, was aware of the harassment, yet condoned and permitted it.

10. Although Megu management employees were always present at Megu, they permitted Endo to have free reign in the kitchen as he was left alone by management, free to do as he pleased, and to harass whomever he wanted and he did so.

11 As a matter of fact, Hiro Nishida ("Nishida"), the president of Food Scope America,

visited the Megu Tribeca location almost every day, and always came into the kitchen on his visits, where he would have observed Endo's behavior.

12. Southward's male coworkers were also permitted to sexually harass Southward in a manner in which it could readily have been observed by other management employees since it was done openly in the kitchen of the facility, but because management took a "hands off" attitude toward the kitchen, the conduct was permitted to continue without any disciplinary action taken, so that it became evident to the male workers in the kitchen area of Megu that the harassment was accepted and ratified by Megu.

13. Megu was able to instill fear in Southward by continuing to allow the sexual harassment against her, and where Southward, as a single mother, was afraid to complain about someone in a position of higher authority than herself, for fear she would lose her job, which she relied on for her well-being and security, and that of her son.

14. Beginning in the spring of 2005, among other things and only by way of example, Endo, used his authority as Chef, and subsequently Head Chef when he was promoted around the fall of that same year, to degrade, humiliate and intimidate Southward, by continually touching Southward's breasts, buttocks, thighs and hips with his own hands or with various kitchen utensils, which was unwelcome to her, and which was degrading and humiliating and which caused her to suffer extreme mental anguish.

15 Endo also often made sexual remarks about and to Southward as she passed him by in the kitchen, a place she could not avoid as a Server, and these remarks were sometimes made at the same time Endo was inappropriately touching her, all behavior which frightened and caused great humiliation to Southward, and was being done because of Southward's gender.

16. Endo was fully aware that his sexual advances and conduct were unwelcome to Southward because of her responses to him, but he continued to engage in such conduct, although he was repeatedly told and pleaded with by Southward that it was unwelcome and should be stopped.

17. On or around the fall of 2005, Southward complained to Yasu Suzuki ("Suzuki"), who was one of the server Captains, about Endo's behavior, and told him how distressed and frightened Endo was making her, particularly because Suzuki often witnessed Endo's behavior, but Suzuki did nothing.

18. Taking advantage of the fact that Megu permitted the harassing, hostile and discriminating conduct of Endo, other Megu employees in the kitchen also engaged in unwelcome, outrageous, egregious and reprehensible sexual harassment because it was condoned and ratified by Megu.

19. Lawrence Herman ("Herman"), a line cook in the Megu kitchen, made sexual remarks and unwelcome advances to the women who worked for the restaurant, and was known by all the kitchen staff, including all the male chefs and cooks, to have a propensity for inappropriate sexually

harassing behavior, and Endo, who was Herman's supervisor, did nothing to stop him.

20. Herman often harassed Southward in a sexual manner, for example, on or about the winter of 2005, Herman saw Southward eating a banana and proceeded to say, "Oh look at you, you look like you're sucking dick" and "That's how you suck a dick," which humiliated and degraded Southward.

21 On December 13, 2005, at the company holiday party Megu sponsored at the Tribeca Grand Hotel, Southward was sexually assaulted by Herman, who has also in the past observed Endo's sexual harassment of Southward.

22 The holiday party was a raucous affair with hundreds of employees, open bar for alcohol, and in many ways a free-for-all as there was no security, no IDs were checked, and Megu employees were found smashing glasses in the kitchen of the Tribeca Grand Hotel, and urinating on the floor.

23. Megu management also created a sexually suggestive atmosphere at the party, which included providing "hostesses" perched seductively on 5-6 chairs and couches, women who were hired to dress provocatively and socialize with the staff.

24. At the holiday party, Herman gave Southward an alcoholic beverage.

25. Because of Southward's unusual reaction to the drink, which was the only alcoholic beverage she had consumed, Southward believes that Herman placed a substance in the drink that would substantially compromise and weaken her mental and physical faculties.

26. When Southward was in a weakened state, Herman led her outside to his car, which Southward could not prevent since she was not feeling well, and also because Herman outweighed her by approximately 150 pounds and stood over her by almost a foot and a half.

27. Southward was not completely cognizant by the time Herman forced her in to the back seat of a friend's car and when Southward regained her faculties, Herman's friend was driving the car around lower Manhattan, while Herman was terrorizing and sexually assaulting Southward by pulling off part of her dress, mauling her breasts and other exposed body parts, and shoving his fingers repeatedly into her vagina, all of which actions were horrifyingly unwelcome to Southward and which caused her incredible anguish and disgust.

28. Although Southward tried to scream and protest against Herman's assault as best she could, Herman physically overpowered her and relentlessly continued to sexually molest her in the car, where she was trapped since it was Herman's friend who was driving the car, and, therefore, Herman was in total control.

29. When Herman and his friend finally drove back to the Tribeca Grand Hotel, Southward was able to get out of the car, and ran back into the Megu holiday party, when she

encountered Endo who was also attending the party with his wife.

30. Southward was visibly traumatized by Herman's attack since she was crying as she ran back into the Megu holiday party, and Endo managed to convince Southward to allow him and his wife to drive her home, which she agreed to because she was desperate to remove herself from the site of the trauma.

31. Endo drove Southward home from the holiday party with his wife in the car, a fact which initially made Southward feel safe, but before the car even reached the door of Southward's apartment building, Endo stopped the car over half a block away, left his own wife in the car, and followed a barely conscious Southward into her apartment alone where Endo physically accosted Southward by shoving himself up against her body, pressed his lips to hers, and said, "I got horny because you dressed sexy. Let me kiss you," which terrified Southward as she had just been assaulted by another man and was now alone with Endo who was assaulting her in her apartment.

32. Southward was able to muster just enough strength to push Endo out the door and lock it behind him, but just when she thought her terrorizing nightmare was over, Herman began to call her repeatedly on her phone.

33. The police were contacted, and arrived and by ambulance transported Southward to the hospital on the morning of December 14, 2006, where Southward received a battery of tests, including a rape test kit, and where Southward was also questioned by the New York City Police

Department about the attack on her by Herman.

34. Sexual assault charges and a grand jury indictment were brought against Herman by the people of the State of New York on April 19, 2006.

35. The sexual assault charges were based, in part, the hospital found evidence that Herman penetrated Southward's vagina with his fingers and also forcibly made sexual contact with his penis very close to Southward's vagina, and Herman's semen was found in Southward's underwear.

36. Because the hospital's rape test kit would take some time to yield a result, Southward was forced to undergo two weeks of three different types of very strong anti-viral medications to prevent against the possibility of Southward being infected by the HIV/AIDS virus, or numerous other sexually transmitted diseases that she could have horrifically received from Herman, and these medications caused Southward incredible nausea and discomfort.

37. On December 15, 2006, no more than 24 hours after the sexual assault at the Megu holiday party, Southward called the General Manager of Megu, Scott, and the Executive Manager of Megu, Rima, to inform them of the assault, and to let them know that the anti-viral medications would cause Southward to endure two weeks of intense discomfort and lethargy, and that Southward was, therefore, unable to work for those two weeks.

38 When Southward was finally physically able to return to work at Megu, Megu continued to humiliate and harass Southward by denying her back sick pay from the assault while questioning the veracity of the crime and belittling the police and hospital medical documentation, constantly telling Southward whatever paperwork Southward had received and given to Megu to corroborate her story was not enough, and by doing this, Megu further harassed Southward by insinuating she was somehow fabricating the horrible events of the sexual and physical assaults that took place, which humiliated and degraded her.

39. Norman Kong (“Kong”), a manager at Megu, even went as far as to inform Southward that if she did not produce her medical records, records she had been instructed not to divulge as part of an ongoing criminal investigation by the Sexual Crime Special Victim Unit in the New York County District Attorney’s Office, that Megu would not only refuse to compensate her for lost time, but would assume and conclude that Southward had consented to be victimized in the sexual assault that took place at the Megu holiday party by one of their employees.

40. By doing this, Megu knowingly, outrageously and viciously continued to sexually harass Southward by questioning her sexual propriety and reputation and compounding the already-existing physical and emotional trauma from the assault.

41 In January 2006, Endo further harassed and violated Southward when he passed behind her in the kitchen, and touched her backside, which Southward immediately responded to, visibly upset, by saying, “Don’t do that,” all of which was witnessed by Koichi, a Captain who is still

employed by Megu, who, despite being in a supervisory capacity and responsible for the well-being of Megu employees, responded by laughing and telling Southward, "Endo likes you.

42. At all relevant times, Endo committed the acts herein while employed by Megu, and held a position of power and authority over Southward, and because of the failure and refusal of Megu to prevent the sexually harassing conduct, and in many ways, to perpetuate it by their own management, Endo was free to continue his harassing and hostile actions with Megu's condonation and ratification, knowing that he would not be disciplined, which he was not.

43 Megu repeatedly and consistently permitted the sexual harassment, which was the same type of unwelcome conduct and engaged in by Endo and the kitchen staff from essentially the same perpetrators from the spring of 2005 until March 2006, in the same pattern throughout the entire period, so that the cumulative effect of Megu's actions was devastating and injurious to Southward.

44. On February 13, 2006, Endo noticed a small pimple on Southward's forehead and immediately and egregiously insulted her by saying, "You must have AIDS because you are having sex with a black man," alluding to the race of Herman, the attacker, and causing an additional incredible amount of stress and anguish to Southward by taunting her about the attack and by calling Southward's sexual reputation into question, a remark Endo would not have made but for Southward's gender.

45. Endo further continued to degrade and harass Southward after she began to cry by yelling at her and threatening, “You are annoying.” and “You are causing a lot of trouble in this restaurant, its annoying to me. You should shut up and leave.”

46. Southward, while still crying, immediately approached Kong, one of the managers, and told him what had happened and the manner in which Endo was harassing her, and Kong then promised to speak to Endo, which he did, but only eventually responded to Southward by telling her that Endo regretted what he said, and did nothing to actually reprimand Endo.

47. Despite Southward's fears that reporting the sexually harassing and hostile conduct would result in further punishment by Endo and the other perpetrators, as well as by Megu’s management, Southward reported the conduct to Megu’s President, Hiro Nishida ("Nishida"), on February 23, 2006, which was a protected activity of which Megu was aware.

48. Nishida failed to respond to Southward’s complaints in any meaningful fashion, telling Southward, in reference to the assault she endured at the Megu holiday party, that at the Food Scope company (parent company to Megu America) party in Japan of the previous year, “some employees got excessively drunk and had sex for fun,” blatantly insinuating that Megu did not believe Southward was sexually assaulted, and thereby insulting her credibility, calling her sexual reputation into question, and outrageously degrading her, which is in blatant contradiction to Megu’s written sexual harassment policy to thoroughly and fairly investigate claims of sexual harassment, as well as in blatant contradiction to the law.

49. Nishida defended Endo after Southward had reported Endo's obscene and harassing conduct to Megu by dismissing Southward's serious complaints, refusing to investigate, and trivializing Endo's behavior by attributing it to "stress" and telling Southward that the whole nightmarish situation could be resolved by a simple apology from Endo and also cautioning and threatening Southward from complaining further, admonishing Southward that, "you should forgive Endo because he will be a good witness for your sexual assault criminal case [against Herman] and he will be beneficial to you," which threatened Southward further because it suggested that Megu witnesses to Southward's criminal case would only cooperate if she silently put up with humiliating and egregious sexual harassment from them.

50. When Megu refused to address the terrifying sexual harassment that its employees had been perpetrating against Southward, Megu, through its head chef Endo, other kitchen staff, and management, in direct and immediate response to the complaints and charges made by Southward and to punish Southward for seeking the protection of her human rights, proceeded to retaliate against Southward in the hope that she would quit her position or stop complaining.

51 By continuing to allow its kitchen staff to make sexually degrading and threatening comments to Southward, Megu's retaliatory conduct was causally linked to and meant to punish Southward for her charges and complaints regarding the sexual assault inflicted upon her by Herman and the sexual harassment inflicted on her by Endo and others, that she found humiliating and degrading and against which she was seeking to protect herself.

52. Despite Megu's confirmed awareness of the intensified and broadening retaliation that Southward was suffering at the hands of Megu's employees, Megu failed to commence any genuine or meaningful investigation in February 2006 when its president was advised of the harassing conduct, as required by the company's own harassment policy, and also failed to take any effective remedial action against the perpetrators at the time it first learned of the sexual assault, harassment and intimidating hostile work environment, which was almost one year before Southward considered the possibility of even commencing an investigation.

53 By failing to punish the perpetrators, Megu continued to ratify the harassment and send a message to Megu's employees that sexually harassing conduct is acceptable to Megu and will not result in any criticism or adverse consequences to the perpetrators, so that it may be continued without any fear of criticism from Megu.

54. Megu did not take any effective remedial steps to prevent or eliminate the retaliation that Southward was being subjected to and which it reasonably could foresee would occur in an effort to force Southward to quit her job after she reported the humiliating and degrading harassment.

55. With the passage of time, after Southward's enduring constant sexual harassment by Endo, after the terrifying sexual assault by Herman at the holiday party and after Southward's charges of assault to the police and harassment to Megu, the harassment and retaliation became so humiliating, threatening and severe that Southward feared for her well-being and Southward required medical treatment due to the severe emotional and mental distress inflicted upon her and continues

to undergo such treatment.

56. Southward was so terrified of what would happen when she entered the Megu kitchen, not knowing what form or with what intensity she would be harassed, that she removed herself from the immediate danger of the kitchen by taking a demotion in position, from restaurant server, to bartender, which resulted in a substantial financial loss to Southward because of the diminution in hours and pay of the lesser position, and which position she could not afford to keep for the emotional and financial well-being of her family.

57. Southward found her work conditions so intolerable and her workplace so permeated with discriminatory and retaliatory conduct that Southward, under the circumstances, was forced and compelled to remove herself from the hostility and intimidation she suffered, because she was fearful of the negative impact of Endo's and Herman's conduct and that of the other kitchen staff, and also Megu's failure to protect her, was having on her job, her health and her personal well-being so that she was constructively discharged by Megu.

58. Due to the egregious nature of the conduct of Megu, as well as the failure of Megu to provide Southward with a hostility free workplace in which to perform, it was reasonable for Southward to find her workplace so intolerable that she was compelled to leave.

59. The retaliation to which Southward was subjected by her superiors at Megu, after she complained about the sexual assault and harassment to which she was subjected, had no legitimate

business reason or justification, but instead was motivated by Megu's unlawful retaliatory animus towards Southward for complaining about the sexual assault, harassment and hostile and intimidating work environment to which Megu subjected Southward.

60. In fact, after reporting the harassment in December 2005 and February 2006, Megu delayed even addressing Southward's complaints until March 2006, when Megu was put on notice that Southward would seek the protection of the Human Rights Laws and after Southward had already been constructively discharged from Megu.

61 Megu continued to perpetuate the harassment of, and retaliation against, Southward when Nishida wrote a letter on March 27, 2006, denying that management had any knowledge of the ongoing harassment, and again questioning the veracity of Southward's complaints of sexual misconduct and humiliatingly calling Southward's integrity and sexual reputation into question:

“Frankly, it seems odd that you would have continued to confide in [Endo] for months after the incident if he had done what you now claim, but perhaps your memory of the evening was clouded...

Frustration with your continued *insistence* on discussing the assault...

Satomi, all of us at Megu feel badly that you were unexpectedly attacked...*But I hope you can appreciate that we have a responsibility to all our staff to operate the restaurant profitably.*”

62. Endo and other perpetrators of this conduct continue to remain employed by Megu without any criticism with respect to their conduct or the complaints made about them.

63 Southward has suffered from the adverse effects of the assault, harassment and retaliation and the quality of her life has been irreparably damaged and her self-esteem, self-respect and well-being have been irreversibly harmed because she was subjected to the intimidating and threatening type of conduct described herein, for which Southward has been required to seek medical attention, all of which will continue into the future and remain a source of humiliation, anguish, and financial loss to Southward.

64 Megu's acts of harassment and retaliation were committed with reckless indifference in the face of a perceived risk that its actions would violate Southward's protected rights under the New York City Human Rights Law, so that, in addition to the damages inflicted upon Southward and in addition to all other measure of relief which Southward may be properly entitled herein, Megu should also be required to pay punitive damages as a punishment for its discriminatory conduct and in order to deter Megu and others similarly situated from engaging in such conduct in the future.

AS AND FOR THE FIRST CAUSE OF ACTION ON BEHALF OF SOUTHWARD AGAINST MEGU FOR GENDER DISCRIMINATION IN VIOLATION OF CHAPTER I, TITLE 8, §8-107(1)(a) OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK

65. Southward repeats, re-alleges and incorporates in full paragraphs 1 through 64 of this Complaint, as though fully set forth at length herein.

66. The entirety of the acts which constitute and form this cause of action, as set forth above, all of which are deemed repeated and re-alleged herein as though said paragraphs were

specifically set forth herein, were perpetrated upon Southward while she was in the course of her employment with Megu.

67. At the time that Megu allowed and condoned the sexually hostile environment that Southward was forced to suffer, simply because of her gender, Southward was protected against such conduct under the New York City Human Rights Law.

68. The conduct that Megu took against Southward which forms the basis of this cause of action was unwelcome to her, a fact which Megu knew, or should have known, as a result of Southward's complaints and the actual nature of the conduct, all of which was ignored by Megu in that, among other things, Megu failed to take any genuine or effective remedial action to prevent or stop it.

69. Megu created and allowed a hostile work environment, involving, among other things and only by way of example, the conduct described in paragraphs 8-45 herein, which is deemed reiterated and re-alleged as though set forth at length herein, and which Southward reasonably perceived to be hostile and which would be perceived as hostile by any reasonable person.

70. Megu is liable to Southward for the sexually hostile and abusive environment she suffered in her workplace, because unlawful conduct was engaged in by Megu's management and supervisory personnel, who allowed and condoned a workplace permeated with discriminatory intimidation, ridicule and insult that was sufficiently severe and pervasive so as to alter the terms,

conditions and privileges of Southward's employment and created an abusive, threatening and hostile work environment.

71 Megu was obligated to maintain a workplace free of hostility and to prevent its employees from violating any laws designed to prevent unlawful discrimination in employment and, therefore, is legally responsible and liable to Southward for the acts of its supervisory employees toward her that resulted in adverse employment action against Southward in violation of the New York City Human Rights Law.

72. Megu failed to effectively enforce a program against discrimination and harassment and failed to take any effective remedial action with respect to the discrimination described herein, despite Southward's complaints and Megu's obligation to do so under the New York City Human Rights Law.

73. Southward was caused to suffer emotional injuries, all of which humiliated and otherwise intimidated and degraded Southward because of Megu's outrageous conduct in violation of Southward's human rights, and which impacted on her health, well-being and the quality of her life.

74. As a result of Megu's harassment and retaliation, Southward has required medical treatment in order to cope with her emotional injuries and humiliation and continues to require and receive medical treatment at present.

75 The aforementioned acts of Megu constitute unlawful gender discrimination against Southward in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (referred to as The New York City Human Rights Law), which provides, inter alia, that:

It shall be unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the ... gender ... of any person to discriminate against such a person in compensation or in terms, conditions or privileges of employment.

76. As a result of Megu's violation of the New York City Human Rights Law §8-107(1)(a), Megu is liable to Southward pursuant to §8-502(a) of said statute for “damages, including punitive damages,” and pursuant to §8-502(f) of said statute for “costs and reasonable attorney’s fees” based on the lodestar method as has been judicially established and accepted when attorney’s fees are provided under the law.

77. As a proximate result of Megu's conduct, Southward has been adversely affected in her employment, health, well-being, the quality of her life and in her normal life's pursuits, and Southward believes Megu’s conduct complained of herein has and will continue to have an irreparable effect upon her career, all of which Southward alleges to be in the amount of Three Million (\$3,000,000) Dollars.

78. Here, the acts of Megu were so reprehensible and were done so clearly with reckless indifference in the face of a perceived risk that its actions would violate Southward’s protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Southward and in addition to all the measure of relief to which Southward may properly be entitled

herein, Megu should additionally be required to pay punitive damages as punishment for its discriminatory conduct in the further amount of Seven Million (\$7,000,000) Dollars, in order to deter Megu and others similarly situated from engaging in such conduct in the future

79. Southward, therefore, seeks compensatory damages in the first cause of action, including, among other things, the physical and emotional harm inflicted upon her in the sum of Three Million (\$3,000,000) Dollars, and an additional and further sum of Seven Million (\$7,000,000) Dollars for punitive damages, making a total of Ten Million (\$10,000,000) Dollars in this First Cause of Action, plus the costs of this action as well as reasonable attorney's fees on this first cause of action based on the lodestar method as has been judicially established and accepted when attorney's fees are provided under the law, as well as pre-judgment interest to the full extent permitted under the law

**AS AND FOR THE SECOND CAUSE OF ACTION ON BEHALF OF
SOUTHWARD AGAINST MEGU FOR RETALIATION IN VIOLATION OF
CHAPTER I, TITLE 8, §8-107(7) OF THE ADMINISTRATIVE CODE OF
THE CITY OF NEW YORK**

80. Southward repeats, re-alleges and incorporates in full paragraphs 1 through 64 of this Complaint, as though fully set forth at length herein

81. When Southward complained about the gender-based discriminatory treatment that she was subjected to by Megu, which is a protected activity under the New York City Human Rights Law, she was subjected to further retaliation and further abuse, which involved, among other things

and only by way of example, the conduct described in paragraphs 46-62 herein, all of which adversely and severely impacted her position, career and well being and was designed to punish her for having complained about the humiliating, sexually harassing treatment she was forced to endure.

82. Megu was aware that Southward had engaged in a protected activity under the New York City Human Rights Law when she complained about the hostile environment but, nevertheless, retaliated against her for doing so.

83. In retaliation for complaining about the conduct of head chef Endo and Megu's other employees and the hostile environment which Megu caused, permitted and allowed to exist in Southward's workplace, Megu, without basis or jurisdiction, refused to effectively investigate or address Southward's complaint in a timely and meaningful fashion, and then took adverse employment action against Southward.

84. Megu's adverse employment action consisted, in part, of ratifying and condoning a sexual hostile environment so severe and pervasive that Southward was forced to take a demotion from server to bartender to physically minimize run-ins with Endo and the other kitchen as well as allowing the harassment to intensify in the form of threats and maligning Southward's sexual reputation and veracity, which adversely affected her income and had the effect of irreparably harming Southward's well-being due to the constant humiliation and degradation to which Southward was subjected and resulted in a significant loss to the quality of her life.

85. The retaliatory conduct and actions taken by Megu were causally connected to Southward's protected activity, i.e., protesting the sexual harassment and hostile environment created by Megu and to which Southward was subjected by Megu.

86. The hostile, abusive, demeaning and humiliating work environment resulting from the pattern and practice of retaliation to which Southward was subjected, unreasonably interfered with Southward's work and, therefore, altered the terms, conditions and privileges of her employment, some of which conduct is described, only by way of example, in paragraphs 53-62 herein, which is deemed reiterated and re-alleged, as though set forth at length herein.

87. Southward was caused to suffer and continues to suffer from the adverse effects of Megu's prolonged course of humiliation and degradation, as well as Megu's retaliation, because she opposed the sexual harassment to which she was subjected by Megu, in violation of Southward's human rights under the law.

88. The aforementioned acts of Megu constitute unlawful discriminatory retaliation against Southward in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(7) of the New York City Human Rights Law, which provides, inter alia, that:

It shall be unlawful discriminatory practice for any person engaged in any activity to which the chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter

89. As a direct and proximate result of Megu's violation of the New York City Human Rights Law, Megu is liable to Southward pursuant to §8-502(a) of said statute for “damages, including punitive damages,” and pursuant to §8-502(f) of said statute for “costs and reasonable attorney’s fees,” based on the lodestar method as has been judicially established and accepted as a means of calculating attorney’s fees, when they are properly available under the law, as they are here.

90. As a direct and proximate result of Megu’s conduct complained of herein, and as alleged in this cause of action, as well as the conduct set forth in this complaint, Southward has been adversely affected in her employment and in her life’s normal pursuits, and Southward believes that the injuries inflicted upon her as a direct result of the occurrences complained of herein have, and will continue to have, an irreparably devastating effect upon her well-being and the quality of her life, for which Megu should be required to pay Southward the amount of Three Million (\$3,000,000) Dollars in compensatory damages.

91. Here, the acts of Megu were done so clearly with reckless indifference in the face of a perceived risk that its actions would violate Southward’s protected rights under the New York City Human Rights Law, that, in addition to all the damage inflicted upon Southward and in addition to all the measure of relief to which Southward may properly be entitled herein, Megu should also be required to pay punitive damages as punishment for its discriminatory conduct in the further amount of Seven Million (\$7,000,000) Dollars, in order to deter Megu and others similarly situated from engaging in such conduct in the future.

92. Southward, therefore seeks compensatory damages in the second cause of action, including among other things, for the physical and emotional harm inflicted upon here, as well as compensation for her medical costs, in the sum of Three Million (\$3,000,000) Dollars, and the additional and further sum of Seven Million (\$7,000,000) Dollars for punitive damages, making a total of Ten Million (\$10,000,000) Dollars, plus the cost of this action as well as reasonable attorney's fees on this cause of action based upon the lodestar method as has been judicially established and accepted when attorney's fees are not provided for under the law.

WHEREFORE, Southward demands judgment against Megu on the First Cause of Action in the sum of Three Million (\$3,000,000) Dollars in compensatory damages and the further and additional sum of Seven Million (\$7,000,000) Dollars in punitive damages for a total of Ten Million (\$10,000,000) Dollars, plus the costs of this action, reasonable attorney's fees under the lodestar method, as is permitted under the law, prejudgment interest in the first cause of action; and on the Second Cause of Action in the additional sum of Three Million (\$3,000,000) Dollars in compensatory damages and the further and additional sum of Seven Million (\$7,000,000) Dollars in punitive damages for a total of Ten Million (\$10,000,000) Dollars, plus attorney's fees under the lodestar method as is permitted under the law, so that for both the first and the second causes of action Plaintiff seeks a total of Twenty Million (\$20,000,000) dollars as specifically identified above, plus the costs of this action, prejudgment interest and reasonable attorney's fees, calculated upon the lodestar method, as permitted under the law, and for such relief as this Court deems just and proper.

SCHWARTZ & PERRY, LLP
Attorneys for Plaintiff

By: 

DAVIDA S. PERRY
295 Madison Avenue
New York, New York 10017
(212) 889-6565

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
SATOMI SOUTHWARD,

Plaintiff,

VERIFICATION

-against-

FOOD SCOPE AMERICA, INC.,
FOOD SCOPE NY, LLC d/b/a MEGU RESTAURANT,
and DOE CORPORATIONS 1-5,


Defendants.

-----X

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

SATOMI SOUTHWARD, being duly sworn, says:

I am a Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.



SATOMI SOUTHWARD

Sworn to me this 6
day of September 2006


NOTARY PUBLIC

DAVIDA S. PERRY
Notary Public, State of New York
No. 4987676
Qualified in Westchester County
Commission Expires Oct. 21, 2009