

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

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ADRIANA JOSEPH,

Index No. 102516/07

Plaintiff,

-against-

**VERIFIED AMENDED  
COMPLAINT**

INNOVO GROUP, INC., JOE'S JEANS, INC., and  
JOE DAHAN,

Defendants.  
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Plaintiff, Adriana Joseph, (hereinafter "plaintiff" and/or "Ms. Joseph"), by her attorneys, Jones Garneau, LLP, complaining of the defendants, Innovo Group, Inc. (hereinafter defendant and/or "Innovo"), Joe's Jeans, Inc. (hereinafter defendant and/or "Joe's Jeans"), and Joe Dahan (hereinafter defendant and/or "Dahan") (collectively, the "defendants") alleges upon information and belief:

1. This is an action to remedy (a) gender discrimination – defendants' disparate treatment of the plaintiff; (b) quid pro quo sexual harassment arising out of the unwelcome and unlawful sexual advances by her employer, Innovo Group / Joe's Jeans / and Joe's Jeans' president, owner and founder, Dahan, and defendants' employees; (c) hostile work environment; (d) sexual harassment discrimination arising out of continuous, unwelcome and unlawful sexually explicit comments directed at plaintiff by defendants; (e) retaliation against plaintiff for voicing her complaints about the quid pro quo sexual harassment and sexual harassment discrimination; (f) racial discrimination – defendants' disparate treatment of the plaintiff on the basis of her race; all the foregoing in violation of New York State Human Rights Laws §290, *et. seq.* ("NYSHRL" and/or "Executive Law") and the New York City Administrative Code §8-101 *et seq.*

(NYCAC”); and (g) discriminatory and retaliatory termination in violation of Executive Law § 296 and the NYCAC.

#### JURISDICTIONAL BACKGROUND

2. Plaintiff is an African-American female who resides in New York County.
3. Plaintiff is a “person” within the meaning of Executive Law § 292(1), and N.Y.C. Administrative Code §8-102(1).
4. Defendant Innovo is an “employer” within the meaning of New York Executive Law § 292(5), and within the meaning of N.Y.C. Administrative Code § 8-102(5).
5. Defendant Joe’s Jeans is an “employer” within the meaning of New York Executive Law § 292(5), and within the meaning of N.Y.C. Administrative Code § 8-102(5).
6. Defendant Innovo is in the business of design, development and worldwide marketing of Joe’s Jeans® branded apparel, and maintains a place of business at 1560 Broadway, 10<sup>th</sup> Floor, New York, New York 10036.
7. Defendant Joe’s Jeans, Inc. is a wholly-owned subsidiary of Innovo, and maintains a place of business at 1560 Broadway, 10<sup>th</sup> Floor, New York, New York 10036; and sells its goods domestically east of the Mississippi solely through Hotline Showroom, located at 231 West 39<sup>th</sup> Street, Suite 200, New York, New York 10018.
8. At all relevant times hereinafter mentioned defendant Joe Dahan is the president, owner and founder of Joe’s Jeans Inc., is plaintiff’s direct report, and plaintiff’s employer’s decision maker.

9. At all relevant times hereinafter mentioned plaintiff Adriana Joseph was an employee of defendants Innovo Group, Inc. and Joe's Jeans, Inc. (the "Corporate Defendants" or the "Company") working in New York City.

10. On or about June 16, 2003, plaintiff began her employment with the "Corporate Defendants" as Director of Public Relations (PR) for Joe's Jeans, in New York. She was hired to turn around the company which at that time was nearing bankruptcy (an important fact which was intentionally withheld by Corporate Defendants at time of Plaintiff's hire, and later exposed by Dahan in January 2004 when Plaintiff complained about unforthcoming promises assured her under the original terms of hire).

11. Plaintiff was hired by the "Corporate Defendants" after a brief telephone meeting with defendant (Dahan), in addition to a subsequent meeting with an owner (Heidi Davis) of Hotline Showroom, a third party sales agent which had and still has the exclusive contract to wholesale all Joe's Jeans' products domestically in the eastern half of the U.S.

12. Dahan's harassment of plaintiff initiated during their first telephone conversation. During the "interview", Dahan told plaintiff that he did not want to talk about her professional background, but rather he was more interested in discussing in her personal life.

13. Dahan asked plaintiff very inappropriate questions, including but not limited to whether she was married, whether she had children or a boyfriend, where she was raised, where she currently lives, if she had any family and their whereabouts, and her age. Although plaintiff refused to answer at first and questioned the purpose of the

questions, Dahan told plaintiff that if he did not like her as a person, he would not be able to work with her, thereby demanding that plaintiff respond.

14. Plaintiff later learned that the women who worked for and at Hotline Showroom had, at Dahan's behest, given Dahan a visual report of plaintiff's physical attributes, and that it was due to her appearance that Dahan had agreed to hire her. The Hotline Showroom employees had described the plaintiff as exotic, model looking, tall, sexy, multi-ethnic, --- "just his type".

15. During the interview Dahan promised plaintiff a salary of \$90,000 per year, seasonable performance bonuses, annual raises, full health and dental benefits, paid vacation, career advancement opportunities, and guarantee that he would hire other employees to staff the PR department. Plaintiff, who had been working as a freelancer and made over \$90,000 per year, agreed to take the job provided those conditions would be met. Plaintiff also expressed her desire to prove herself and move up the ranks of the company ladder.

16. Dahan failed to provide plaintiff with her own office and showroom, and instead asked that she "temporarily" work from third party company, Hotline Showroom, whose offices originally were located at 214 West 39<sup>th</sup> Street, New York, New York 10018, and in July 2003 relocated to 231 West 39<sup>th</sup> Street, Suite 200, New York, New York 10018 which they currently still operate from.

17. Plaintiff worked from Hotline Showroom's office from June 16, 2003 until in or about February 2004, at which time she was moved into an Innovo leased office located at 512 7<sup>th</sup> Avenue, 23<sup>rd</sup> Floor, New York, New York 10018 (the "7<sup>th</sup> Avenue Office").



18. During that time plaintiff asked repeatedly for office space of her own and was assured that as soon as the company could afford it she would be moved to an independent office space. Plaintiff later found out that defendant Dahan deliberately placed her at Hotline to report (“spy”) on their operations while simultaneously behesting that Hotline employees discreetly monitor her activities as well. Dahan stood firm that Ms. Joseph remained at Hotline indefinitely, until rising tensions relating to Dahan’s attempts to use Ms. Joseph as a “spy” of Hotline (and vice versa) prompted Hotline to eventually eject Ms. Joseph from their premises in of about January 2004.

19. In February 2004, plaintiff was finally moved to the 7<sup>th</sup> Avenue Office.

20. Unbeknownst to plaintiff, Innovo had leased the 7<sup>th</sup> Avenue office space in or about August 2003, and that defendants could have provided her with a private office and showroom space there during the period of August 2003 to February 2004 instead of subjecting Ms. Joseph to work from Hotline Showroom.

21. The 7<sup>th</sup> Avenue office housed the Fetish line {“Fetish”} – a licensed collaboration between Innovo and the rapper Eve; and the Shago line {“Shago”} – a licensed collaboration between Innovo and the rapper Lil’ Bow Wow. Anthony Ottimo was the senior officer overseeing the marketing and sales of both the “Fetish” and “Shago” brands.

22. During the abovementioned period of time, not only was plaintiff denied adequate and sufficient office space necessary to perform her job and more so lied to about its very existence, she was also denied the full terms of her employment agreement with Joe’s Jeans.

23. Defendants failed to give plaintiff the promised salary of \$90,000, hire a staff for her as was agreed, and denied her benefits such as health care. At the beginning of her employment, plaintiff inquired of Dahan why her paychecks were less than agreed upon, and was told that during the ninety (90) day probation (described as standard company policy in Innovo's Employee Handbook) he only felt only comfortable paying a salary of \$65K per annum during my "trial period". Alarmed and disturbed, plaintiff asked Dahan to prepare a brief statement detailing and confirming what had just been discussed, and he responded "I'm Moroccan, and that's not the way we do business. I never put anything in writing ... I prefer to operate under 'gentlemen's agreement'".

24. The ninety (90) day probation period, which she had not been informed of prior to her accepting employment with defendant, was also used as an excuse for denying her insurance benefits, holiday pay, performance bonuses, and salary adjustments. Plaintiff was denied pay during the July 4<sup>th</sup> and Labor Day holidays; and, in August 2003, during the Intermezzo and Magic trade shows, plaintiff worked weekends but was not compensated.

25. In or about October of 2003, almost a month past having satisfactorily completed the conditions of her "ninety (90) day probation and trial period", plaintiff inquired about health and dental insurance, but was denied coverage under the pretext that the only insurance plan available was for California residents only. At this time plaintiff was the only Joe's Jeans employee based outside of California. A separate and individual health insurance policy was drafted and presented to plaintiff wherein she would assume the obligation of paying 100% of the insurance premium. Ms. Joseph was unable to accept enrollment due to the high costs of the policy.

26. The 2003 edition of the Innovo employee handbook stated, "Full time employees are eligible for coverage as of the first day of the month following the month in which they complete ninety (90) days of employment." Plaintiff was a full time employee. No distinction in the corporate defendants' handbook was made between California and non-California employees.

27. At the end of the probation period, defendants continued to deny plaintiff her agreed upon salary, claiming now that the company could not afford to follow through on their prior commitments to her.

28. Defendants also continued to refuse to hire Ms. Joseph an assistant, claiming falsely, that they too did not have monies available in the Company budget for a new hire, and that the then CEO Jay Furrow had levied a "hiring freeze."

29. Despite these claims the company continued to spend money freely on other new employee hires, large-scale events, deluxe hotel accommodations for all staff, and other non-essential expenses such as the acquisition of the premium, above-marked priced "7<sup>th</sup> Avenue" leased office space and procuring outdoor (billboard) advertising in high-rent metropolitan areas.

30. When plaintiff was finally moved into the 7<sup>th</sup> Avenue Office, she further discovered the degree to which she was being mistreated and discriminated against.

31. Plaintiff was told by Carlyene Pyram, the NY office manager, about the Oxford medical insurance policy which was being offered to New York employees, the existence of which had been previously denied by defendants.

32. Plaintiff also discovered that she was being discriminated against in relation to male and Caucasian (white) employees. Chip Thompson ("Chip"), a white,



male employee whose title and position were of a lower rank to plaintiff's qualifications for her position, was to be in charge of a men's line which never developed, was paid a salary more than one and a half times what plaintiff was paid, was eligible for insurance benefits at employment start date, was exempt from the 90-day probation period, was offered a corner office, and authorized to hire an assistant despite having no work to do since the men's line failed to develop.

33. On or about February 22, 2004, Ms. Joseph arrived in Las Vegas for the MAGIC International Trade Show. The show took place from February 23, 2004 to February 26, 2004.

34. On or about February 23, 2004, Ms. Joseph was introduced to the models the defendant had hired for the show. Dahan told Ms. Joseph that he had purposely selected a girl that looked like her. He then told Ms. Joseph that although "the model has a nice ass in my jeans your ass is much better."

35. This inappropriate remark was part of a long series of improper and harassing remarks made by Dahan to plaintiff over the course of the show. These comments were coupled with repeated suggestions that Ms. Joseph should be his lead model in the forthcoming "nudes" series of ad campaigns.

36. Despite Ms. Joseph's repeated pleas that she was not interested in modeling, complaints about Dahan's inappropriate and sexist comments, tireless reiteration that she was a highly regarded professional who would never objectify herself in such a way for anyone, Dahan continued to press her to model for him and make sexually harassing remarks.



37. Dahan, both on February 24, 2004 and on February 25, 2004, continued to make repeated, inappropriate comments about Ms. Joseph's body. Dahan made multiple inappropriate comments about her "long legs," her "bubble butt," and her "small yet firm breasts."

38. Dahan's continuous, numerous, crude and inappropriate comments about plaintiff's breasts included comments about how he could see her nipples through her clothing, and whether that was an indicator that she was cold. In addition, defendant inquired if she would ever consider getting breast enlargement surgery to possess "an even sexier silhouette."

39. Dahan also made a number of crude comments about Ms. Joseph's sex life, asking her if she had found someone to "score with" while she was in Vegas; and as she was single without a boyfriend, inquired whether she was "sexually frustrated" and when was the last time she had a "release".

40. During the course of the show, Dahan continued to harass plaintiff asking her to model clothes for various clients ("buyers") despite her indignant refusals. Defendant ignored plaintiff's complaints and requests that he stop embarrassing her in front of customers by referring to her as the company "spokesmodel".

41. Dahan's harassment intensified and, along with the verbal abuse, it began to include physical sexual harassment. On or about February 24, 2004, defendant grabbed Ms. Joseph and pulled her towards an elevator bank leading to his suite, promising her "the best night of her life". Plaintiff spun away and told plaintiff "in your dreams" and that "it will never happen".

42. Plaintiff received a call that night from Chip, the men's sales manager, in which she was told she had to attend a "team meeting" that evening.

43. Plaintiff was escorted to a dimly lit restaurant, and upon arrival observed she was the only female present. Other than plaintiff, Joe Dahan, Chip Thompson, Joe's eldest brother Victor Dahan, and one of their friends (the "Dahan family friend") were also present.

44. Despite what the plaintiff had been told, business was not the topic of discussion at the "meeting". Instead, the men discussed inappropriate sexual matters including but not limited to the large number of "drunk busty girls" on the Strip, how easy it is to "get laid in Vegas," which were the best strip clubs, and the like. Ms. Joseph was extremely embarrassed and offended by the conversation.

45. In addition to this overall inappropriate conduct, the "Dahan family friend" was under the impression that plaintiff was there "for him". The friend made verbal sexual advances toward Ms. Joseph despite her repeated attempts to explain that she was not interested.

46. The conversation at the table was completely inappropriate in that it involved sexual topics, and plaintiff attempted to stay out of the conversation.

47. Plaintiff was then asked inappropriate and disgusting questions such as "whether rumors and stereotypes about girls like her (black) were true." When she denied knowledge of what they were talking about, they became more sexually explicit and asked if "girls like her (black) were hot and wanted sex all the time." They also asked her if she was "a great kisser" and "hot in bed".

48. Ms. Joseph, who was humiliated by their shocking behavior and sexually explicit language, attempted to leave. However, the Dahan family friend continued to pull at her arm and insist that she stay. All the other men at the table berated Ms. Joseph, telling her she did not have a sense of humor, was too sensitive, couldn't take a joke, and "did not know how to have a good time."

49. Plaintiff protested that they were drunk, that it was not a business meeting, and said that she desired to leave. Dahan told her she was not being a team player and requested that she stay until everyone wanted to leave.

50. Plaintiff acquiesced and stayed at the "meeting". Dahan and the others tried to get plaintiff drunk and continued to discuss inappropriate sexual matters and tell improper sexual jokes.

51. On or about February 25, 2004, at the close of third day of the convention, the entire "Joe's Team" took a limousine back to the Bellagio Hotel at which they were staying. Plaintiff attempted to use the opportunity to pitch a cross promotional opportunity she had been working on to Dahan. The promotion involved a member of the Hearst family. Dahan replied "Why don't you just fuck him instead? This way it won't cost me any money and we we'll probably get a whole lot more press." Plaintiff was mortified and turned red in embarrassment and humiliation from Dahan's disgusting remark. Plaintiff looked around for support but no one said anything in her defense. Plaintiff responded by strongly affirming that, "it is because of my professionalism and esteemed reputation that I have found success in this [fashion] business; and that I would never discredit or degrade myself by using my body in an attempt to advance my career."

If that is the type of person you are seeking as a publicist, then I suggest you find someone else.”

52. Chip made a further inappropriate remark, suggesting that Dahan’s comment was merely humorous and that he “would fuck an heir to the Hearst fortune to get ahead himself.”

53. Chip then physically touched plaintiff, who elbowed him back and told him to get off of her.

54. Dahan tried to explain his inexcusable comment by stating that “he was only joking” and didn’t mean for me to take it so seriously. He explained that he meant that Ms. Joseph should “date him” as that would prosper everyone involved. He also echoed Chip’s comment stating “Hell, I’d fuck a Hearst too!”

55. When the limousine reached the hotel and finally came to a stop, Ms. Joseph fled the limousine in embarrassment and anger. When she reached her room she let out a scream and collapsed unto her bed crying.

56. In her hotel, Ms. Joseph telephoned her mother and explained what had recently transpired. Plaintiff decided to forgo the company banquet held that evening, and change her return flight for an early a.m. departure.

57. The next morning, on or about February 26, 2004, Ms. Joseph received a call from Hillary Rosen (“Hillary”) to whom Ms. Joseph expressed her anger toward Dahan and Chip, and her extreme disappointment in her female co-workers who did not speak up to defend her while Dahan and Chip made sexually disparaging remarks to her. Ms. Joseph told her about her intention to quit, and Hillary strongly urged Ms. Joseph not to make any such action until they had an opportunity to speak privately, face to face



upon their return to New York. Hillary also stated that after Ms. Joseph's hurried departure from the limo, the "Team" did indeed express to Dahan that he needed to apologize, which he never did. Ms. Joseph told Hillary of her intention to leave Las Vegas immediately and skip the final day of the convention, and Hillary agreed to advise everyone. In closing, she shared with Ms. Joseph that "she was the best thing to ever happen to Joe's Jeans, and to think long and hard about all that the plaintiff have accomplished for the company in such a short period of time.

58. Plaintiff decided to stay with corporate defendants because she needed the income, and was concerned about how an abrupt departure from the company after only eight (8) months of employ would impact the future of her career.

59. Approximately a month after Ms. Joseph continued refusals of Dahan's advances in Las Vegas, Joe's Jeans scheduled a runway show in California during Los Angeles Fashion Week. Although it was properly her responsibility, Dahan initially refused to allow plaintiff to even attend the event; and adding insult to injury, hired Kelly Cutrone (a white female) and her team – People's Revolution – to be the publicists and organizers for the event. Incidentally, Cutrone had handled all PR for Joe's Jeans as an outside, contracted agent prior to plaintiff's hire. Cutrone's poor execution of marketing and branding strategy was one of the key factors that had contributed to the company's financial troubles toward near bankruptcy prior to plaintiff's hire.

60. Plaintiff was finally able to convince Dahan to allow her to attend the fashion show, although Cutrone and People's Revolution remained in full charge of producing the event, superseding Ms. Joseph's authority.

61. Despite having no responsibilities related to the show and, in contrast to their treatment of plaintiff, defendants flew out both Chip Thompson and his new assistant, Amanda Hynes. Chip was afforded deluxe hotel accommodations and rental car, whilst plaintiff was not authorized to rent a car and was originally asked to try to find friends to stay with. Chip was also permitted to remain in California for additional days after the show to attend to business matters at the California main office, which Ms. Joseph was denied opportunity to do so despite the obvious benefits of allowing her to meet face-to-face the people she worked with every day via telephone and e-mail.

62. Cutrone and her team did not successfully perform the job and then could not be located when problems arose in the “front of house” prior to the start of the show. Plaintiff stepped in to address and resolve multiple troubles and thus was able to “save face” for the company and contribute to the overall success of the show.

63. Immediately following the show, plaintiff was congratulated by Joe’s Jeans employees and affiliates when she was approached by Joe Dahan and his brother, Albert. Plaintiff tried to explain the many “faux pas” Cutrone and her team had made when Dahan said to Albert “you see how much better my publicist is than yours.” To which, Albert responded “that’s only because your publicist has a better ass.” Plaintiff was humiliated by this remark and the casual denigration of her hard work. Dahan noticed her embarrassment and told her to “lighten up.”

64. On or about the same evening of April 1, 2004, Dahan introduced Ms. Joseph to Dustin Huffine, the defendants’ in-house counsel, Jay Furrow, the Chief Executive Officer, and Shane Whalen, Operations Manager. Dahan told them that Plaintiff was so great at her job because she is “the sexiest publicist around.” He also

made comments about how he was turned on seeing her body hot and sweaty (she had been working all day) and that because of that he could see her breasts through her clothing.

65. On or about March 30, 2004, plaintiff was told by Anthony Ottimo ("Ottimo") that she needed to come to a "team dinner". When she arrived at the restaurant, Mr. Chow's on Rodeo Drive – she discovered that the only attendees at the "meeting" were Ottimo, plaintiff, and a female employee of Joe's Jeans California office. When the other women went to the restroom, Ottimo confided in plaintiff that she was there for the purpose of being a "buffer" so as to ensure that no one later could claim that his actions could be deemed sexual harassment or forceful. Plaintiff told Ottimo that she would not be part of helping a married man have an affair, and later questioned the other female about why she was present at this "meeting", who replied, "Maybe being friendly with Anthony will help me get ahead...he says he knows a lot of important people in Hollywood." At the completion of dinner, plaintiff, Ottimo, and female returned to the Mondrian Hotel where Ottimo invited the female to join him for "night cap" out at the pool lounge. Ms. Joseph excused herself from further involvement in their plans and went to her room, alone.

66. On or about April 2, 2004, Ms. Joseph received a phone call from Chip that there was a "team dinner" in the Hollywood Hills that she needed to attend. When she responded that she had already eaten and wished to go directly to bed, she was told the meeting was mandatory. When she arrived at the restaurant, she was shocked and mortified to find almost the entire "Joe's Team" in attendance finishing dessert. Dahan told her it was not really a "meeting" as much as a party; and that at some point during



the dinner when someone remarked on Ms. Joseph's strategically placed press hits in the days leading up to the fashion show, Dahan realized that had forgotten to even invite Ms. Joseph to the dinner. In a weak attempt to stave off his own embarrassment and satisfy pressures from the guests present, Dahan asked Chip to telephone Ms. Joseph and have her rush over.

67. On or about May 27, 2004, defendants terminated the Fetish line. They fired all the non-white employees, retaining the only two white employees, Anthony Ottimo and Tara Mate.

68. In or about June 2004, plaintiff was again the only Joe's Jeans employee based from the New York office.

69. From the beginning of plaintiff's tenure with defendant until September 2004, defendant (Dahan) continued to sexually harass her over the phone, repeatedly making sexually suggestive remarks and comments. His unwelcome comments and inappropriate actions were ever present as well at all local (NY) trade shows in which Ms. Joseph was compelled to attend in order to assist with sales – a function not relevant to her position, nor duty she was originally hired to perform.

70. This behavior was also emulated by others in the Corporate Defendants' hierarchy who repeatedly and continuously called her "honey", "sexy", "PR girl", and other disrespectful gender-demeaning names.

71. During this period, and beginning in or about August 2003, plaintiff was also subject to sexual advances by others employed by or affiliated with the company including Dahan's brother, Albert.



72. Plaintiff was told by employees who worked in the California office that she was fortunate to be based from New York because she did not have to put up with the daily verbal and physical sexual harassment Dahan constantly subjected female employees to – including, inappropriate touching of the buttocks, breasts, and legs and constant stream of vulgar expletives.

73. During this period, and beginning in or about January 2004, plaintiff continued to ask for the salary she had been promised. Defendants continued to tell her that money was tight and that they would soon be able to keep their promises. Defendants' statements were knowingly incorrect.

74. On or about April 2, 2004, Ms. Joseph met with Joe's Jeans' CEO, Jay Furrow, in an attempt to address issues relating to defendants' unfulfilled promises and the intolerable working situation. Furrow agreed to look into it and see what he could do. The only response plaintiff ever received was an e-mail stating that Furrow was too busy to deal with the issue.

75. Plaintiff continued to complain about the sexual harassment she was subjected to and to resist Dahan's sexual harassment and advances. In or about October 2004, plaintiff finally managed to get her salary raised from \$65,000 to \$80,000, which was \$10,000 short of what she had originally been minimally promised.

76. Defendants also orchestrated an arrangement for her to perform consulting services for Beyond Blue Inc. ("BBI") – Joe's Jeans' foreign distributor agent contracted to exclusively market the Joe's Jeans brand and products overseas from a period commencing on or about February 2004, and whose agreement was recently dissolved by Innovo in or around February 2007. The determined rate was established at \$1,050 per

month to finally settle the difference between what she had been promised originally at time of hire (\$90K) from what she was currently being paid in salary. This three-way contract was subject to renewal every six (6) months commencing October 1, 2004 assuming all parties were in agreement at each renewal signing. In April 2006, defendants refused to renew the freelance contract despite the fact that both Ms. Joseph and BBI were in full agreement; and furthermore, equally refused to make up the \$12,600 difference in salary to Ms. Joseph which she had been earning annually from BBI under said contract – a deal originally brokered by Dahan himself.

77. At this point, the sexual harassment started diminishing and defendants began to retaliate strongly against plaintiff for her complaints about sexual harassment discrimination; her refusal to engage in sexual activity with and/or acquiesce to the sexually harassing behavior of Dahan's brother, Albert, and the Dahan's family friend she met in Las Vegas; and plaintiff's insistence on being treated with greater respect, afforded more involvement in the strategic decision making of the Joe's Jeans brand, and to be compensated equitably in line with the other departmental heads within the company.

78. Defendants told Ms. Joseph that this was to be her only raise; that she would never receive further raises, promotion, back pay, or bonuses; and that she was never to broach or complain on the topic of compensation again.

79. At this point, defendants began excluding plaintiff from company activities and functions in an intentional attempt to prevent plaintiff from doing her job effectively. Defendants were also verbally abusive to and degrading of her.

80. Plaintiff continued to ask for an assistant in accordance with what she had been originally promised, and repeatedly protested that she needed additional manpower and resources to manage the ever-increasing demands of the PR department. From June 2004 to the present, Ms. Joseph was and is the only New York employee of Joe's Jeans. In addition to directing all press initiatives and related activities, she had to assume the responsibilities of office manager, receptionist, and administrative assistant. She consistently worked in the office past 10 p.m., and devoted extended hours from home (including weekends and sick days) in an effort to keep up with what had amassed to an overwhelming workload.

81. In May 2005, plaintiff held a telephone conference with CEO Marc Crossman and defendant Dahan to discuss her complaints. She told them she still wished for the Company to honor the original compensation agreements presented to her at time of hire with an immediate disbursement of funds to satisfy "back pay" monies owed that would cover the difference between what she had been promised and what she had been paid up until this point. Plaintiff also requested authorization to finally hire an assistant (as had been continuously promised on many occasions for a period spanning nearly two (2) years) which was desperately needed to help out in the press department.

82. Defendant told plaintiff they would never pay back pay or bonuses, but instead preferred to hire an assistant at an allocated annual budget of \$30,000.

83. In or about Fall 2005, plaintiff hired an assistant under a "trial period". Unfortunately, the assistant had to be fired after six weeks in the position, at which time the defendants refused to allow Ms. Joseph to hire another assistant.



84. During this time, plaintiff was constantly harassed and berated by defendants. She was told that she was just a “babysitter” for the 7<sup>th</sup> Avenue office because there was a non-abandonment clause in their sublease agreement with sublessor, WRC Media. Defendants regularly called her demeaning names and treated her in a rude, disrespectful, and inappropriate manner.

85. Defendants at this time also started to take actions to cut Ms. Joseph off from the company and to make her fail as part of their retaliation. In or about June 2006, plaintiff was abruptly denied future access to company’s FTP site, which was a frequent resource of company information and shared documents, and vital to her performing her job successfully as “Director of Public Relations”.

86. Plaintiff was also cut off from receiving regular corporate announcements that were released electronically company-wide via an e-mail distribution list.

87. Defendants also tried to negate plaintiff’s performance by failing to send sufficient samples of all collections in a timely manner each season, and then consequently attempt to negatively scrutinize her press activities and accomplishments.

88. In Fall 2005, defendants created the position of “Vice President of Sales”. Plaintiff was not chosen for the position despite being a qualified candidate currently employed by the company. The company handbook states “Innovo Group attempts to promote qualified individuals from within...the organization.” Instead the company chose an outside candidate, Elena Pickett (“Elena”) – a white female who was not at that time employed by defendants.

89. Defendants proceeded to transfer the important and intellectual aspects of plaintiff’s job to Ms. Pickett, leaving her only with boring and menial tasks. Dahan



jeered that now Ms. Joseph would not have cause to complain further about working long hours and weekends.

90. While systematically removing the senior and strategic elements of plaintiff's position, defendants drastically increased other aspects of plaintiff's work making her now responsible for promoting the twice re-launched men's and newly launched children's denim lines, whilst still denying her funds to hire an assistant to help with the increased workload and/or additional monies for the expanded job responsibilities that were not relevant to the terms under which she was originally hired.

91. On or about May 25, 2006, six (6) senior employees were promoted to newly created "Vice President" or "Senior Vice President" titles. Four of the six senior employees were white males; and two of the six were white females. Among those promoted was Elena who, after only being with the company for approximately seven (7) months, was promoted to "Senior Vice President of Sales", and who had not been subjected to quid pro quo sexual harassment by defendants. Plaintiff has never been promoted during her entire employ with the company.

92. In or about August 2006, more than three (3) years after the start of her employ with Joe's Jeans and Innovo Group, defendant finally agreed to give plaintiff her first "annual review." The report was extremely negative despite the fact that plaintiff's job performance had been uniformly excellent with substantially impressive results each season. This "review" was used by defendants as an excuse to avoid promotion or increasing plaintiff's salary; and instead confirmed the "demotion" she was unduly subjected to when the Company transferred key job responsibilities to Elena and discontinued plaintiff's freelance agreement with BBI.

93. When plaintiff complained about her review, she was told that if she didn't like it she could quit. No attempt was ever made to address plaintiff's complaints.

94. Defendants started refusing to communicate with plaintiff altogether. She was instructed to deal only with the legal department, and refrain from further discussions on the subjects of compensation, back pay, bonuses, and the like to the HR department.

95. In or around the period from September 18 – 22, 2006, plaintiff was made to pack up the entire 7<sup>th</sup> Avenue office by herself with only the help of one part-time, temporary worker. Company executives came and took inventory to account for any loss of company property, but did not help in the actual (physical) moving process themselves.

96. Plaintiff was forced to move from a 10,000 square foot space occupying an entire private floor, to a 100 square foot office suite situated in a "shared office solutions" space most commonly used by small companies and start-ups. She was not at all consulted in regards to the move, nor given the opportunity to preview and select an office space and location that would adequately meet her needs despite the fact that she would be the sole employee occupying the new office. Plaintiff was left to sort and unpack everything by herself at the new space.

97. Plaintiff has been completely excluded from the company. Her phone calls were and are presently routinely ignored by defendants and have not been returned, and plaintiff was and is presently not informed about company events and announcements. She is constantly encouraged by defendants to quit.

98. As a result of the foregoing, extreme discriminatory and harassing behavior by defendants, plaintiff became severely depressed, resulting in high stress

levels, anxiety, and persistent pressure in her chest. She has lost the desire to go out with her friends and socialize.

99. In or about December 2005, as a result of defendants' abusive conduct toward her, plaintiff started to have heart palpitations and she went to see her primary care physician (PCP) who conducted a comprehensive battery of diagnostic tests and blood work. The tests confirmed that plaintiff was suffering from an arrhythmia – a disorder of the regular rhythmic beating of the heart exacerbated by lengthy, constant and severe periods of high stress levels and anxiety.

100. Plaintiff was prescribed two medications to immediately address her symptoms: the first was Xanax, which is usually prescribed to individuals with Panic and Generalized Anxiety Disorders. Plaintiff takes medication as necessary during the day to control anxiety, and routinely at nights as she is unable to sleep otherwise. The second was Prozac, an antidepressant medication that plaintiff takes daily and has currently reached a dose of 80 mg/day.

101. Plaintiff's PCP referred her to a cardiologist to conduct more extensive tests.

102. Plaintiff was also referred to a psychiatrist with whom she met in or about January 2007. The psychiatrist completed an assessment and concluded that plaintiff is suffering from moderate-severe anxiety disorder and that she needs to undergo a long-term treatment plan to help her recover from feelings of depression and agoraphobia.

103. Plaintiff also suffers horrible nightmares as a result of the workplace harassment, sexual harassment, gender and racial discrimination, and retaliation.



104. On or about February 22, 2007, Plaintiff filed the Summons and Complaint in this matter.

105. After Plaintiff filed and served the Summons and Complaint, Plaintiff was told to begin reporting to CEO Marc Crossman. For the first time during Plaintiff's employment with Defendant, Defendants began to monitor Plaintiff as Crossman began requiring Plaintiff to make weekly reports of her activities. On occasion, Crossman and Plaintiff spoke via telephone to review her reports; Crossman would speak to Plaintiff in a hostile and accusatory tone to criticize her without reason.

106. After filing the Complaint, Plaintiff experienced problems with her office computer that became infected several times with numerous viruses, upon information and belief, from Defendants' own network. Her anti-virus software appeared to have been disabled or deliberately circumvented. She began to have emails deleted from her office email address. Plaintiff's computer and email problems limited her ability to work. Defendants both denied the existence of the problems and refused to aid Plaintiff in remedying them. Statements made by Defendants and their provision to her of correspondence to her personal email address (which she had given no-one), indicated that they were monitoring her personal email activities at work despite having never informed her in writing of any policy to do the same.

107. Defendants terminated Plaintiff effective on or about October 19, 2007.

108. Defendants' actions since the filing of the Complaint have further caused Plaintiff additional severe emotional distress.

**FIRST CAUSE OF ACTION**  
**(Quid Pro Quo Sexual Harassment [New York State Claim] against all Defendants)**



109. Plaintiff realleges all prior allegations.

110. Defendants engaged in quid pro quo sexual harassment when Dahan, plaintiff's employer made unwelcome and unlawful sexual advances that became a threat to plaintiff's continued employment, in violation of N.Y.S. Executive Law § 296(1).

111. As a result of defendants' discriminatory conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby.

**SECOND CAUSE OF ACTION**  
**(Quid Pro Quo Sexual Harassment [New York City Claim] against all Defendants)**

112. Plaintiff realleges all prior allegations.

113. Defendants engaged in quid pro quo sexual harassment, when Dahan, plaintiff's employer's President, founder, and direct report made unwelcome and unlawful sexual advances that became a threat to plaintiff's continued employment, in violation of N.Y.C. Administrative Code §8-107(1)(a).

114. As a result of defendants' discriminatory conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby.

**THIRD CAUSE OF ACTION**  
**(Hostile Work Environment [New York State Claim] against all Defendants)**

115. Plaintiff realleges all prior allegations.

116. Defendant created a hostile work environment for plaintiff by allowing defendant Dahan and other employees to make constant sexually harassing comments and advances to plaintiff in violation of New York Executive Law §296(1).

117. As a result of defendants' conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby.

**FOURTH CAUSE OF ACTION**  
**(Hostile Work Environment [New York City Claim] against all Defendants)**

118. Plaintiff realleges all prior allegations.

119. Defendants created a hostile work environment for plaintiff by allowing defendant Dahan and other employees to make constant sexually harassing comments and advances to plaintiff in violation of New York City Administrative Code §8-107(1)(a).

120. As a result of defendants' conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby.

**FIFTH CAUSE OF ACTION**  
**(Gender Discrimination – Disparate Treatment [New York State Claim] against all Defendants)**

121. Plaintiff realleges all prior allegations.

122. Plaintiff has been subjected to defendants' disparate treatment on the basis of her sex in violation of the New York State Human Rights Law; Executive Law §296(1)(a).

123. As a result of defendants' discriminatory conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby included but limited to back pay, bonuses, insurance costs and other benefits.

**SIXTH CAUSE OF ACTION**  
**(Gender Discrimination Based on Disparate Treatment [New York City Claim]**  
**against all Defendants)**

124. Plaintiff realleges all prior allegations.

125. Plaintiff has been subjected to defendants' disparate treatment on the basis of her sex in violation of the New York City Administrative Code §8-107, et. seq.

126. As a result of defendants' discriminatory conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby included but limited to back pay, bonuses, insurance costs and other benefits.

**SEVENTH CAUSE OF ACTION**  
**(Retaliation [New York State Claim] against all Defendants)**

127. Plaintiff realleges all prior allegations.

128. Defendants retaliated against plaintiff, to punish plaintiff for voicing her complaints of sexual harassment and gender discrimination in violation of New York State Executive Law §296.

129. As a result of defendants' retaliatory practices, plaintiff has suffered, and will continue to suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby.

**EIGHTH CAUSE OF ACTION**  
**(Retaliation [New York City Claim] against all Defendants)**

130. Plaintiff realleges all prior allegations.

131. Defendants retaliated against plaintiff, to punish plaintiff for voicing her complaints of sexual harassment and gender discrimination in violation of New York City Administrative Code §8-107 et. seq.



132. As a result of defendants' retaliatory practices, plaintiff has suffered, and will continue to suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby.

**NINTH CAUSE OF ACTION**  
**(Racial Discrimination - Disparate Treatment [New York State Claim] against all Defendants)**

133. Plaintiff realleges all prior allegations.

134. Plaintiff has been subjected to defendants' disparate treatment on the basis of her sex in violation of the New York State Human Rights Law; Executive Law §296(1)(a).

135. As a result of defendants' discriminatory conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby included but limited to back pay, bonuses, medical treatment, insurance costs, and other benefits.

**TENTH CAUSE OF ACTION**  
**(Racial Discrimination Based on Disparate Treatment [New York City Claim] against all Defendants)**

136. Plaintiff realleges all prior allegations.

137. Plaintiff has been subjected to defendants' disparate treatment on the basis of her sex in violation of the New York City Administrative Code §8-107, et. seq.

138. As a result of defendants' discriminatory conduct, plaintiff has suffered, and will suffer mental anguish, emotional and physical distress, and loss of enjoyment of life; and has incurred, and will incur damages thereby included but limited to back pay, bonuses, medical treatment, insurance costs, and other benefits.

**ELEVENTH CAUSE OF ACTION**  
**(Punitive Damages – Quid Pro Quo Sexual Harassment [New York City Claim]  
against all Defendants)**

139. Plaintiff realleges all prior allegations.

140. Defendants acted with malice and/or reckless indifference to plaintiff's rights protected under the New York City Administrative Code §8-107, *et seq.* when they engaged in disparate treatment against plaintiff on the basis of sexual orientation in violation of the New York City Administrative Code Law §8-107, *et seq.*

141. As a result of defendants' malice and/or reckless indifference to plaintiff's rights protected under the New York Administrative Code §8-107, *et seq.*, plaintiff is entitled to recover punitive damages.

**TWELFTH CAUSE OF ACTION**  
**(Punitive Damages – Hostile Environment [New York City Claim] against all  
Defendants)**

142. Plaintiff realleges all prior allegations.

143. Defendants acted with malice and/or reckless indifference to plaintiff's rights protected under the New York City Administrative Code §8-107, *et seq.* when they engaged in disparate treatment against plaintiff on the basis of age in violation of the New York City Administrative Code Law §8-107, *et seq.*

144. As a result of defendants' malice and/or reckless indifference to plaintiff's rights protected under the New York Administrative Code §8-107, *et seq.*, plaintiff is entitled to recover punitive damages.

**THIRTEENTH CAUSE OF ACTION**  
**(Punitive Damages – Gender Discrimination Based on Disparate Treatment [New  
York City Claim] against all Defendants)**

145. Plaintiff realleges all prior allegations.

146. Defendants acted with malice and/or reckless indifference to plaintiff's rights protected under the New York City Administrative Code §8-107, *et seq.* when they engaged in harassing conduct against plaintiff on the basis of sexual orientation in violation of the New York Administrative Code Law §8-107, *et seq.*

147. As a result of defendants' malice and/or reckless indifference to plaintiff's rights protected under the New York Administrative Code §8-107, *et seq.*, plaintiff is entitled to recover punitive damages.

**FOURTEENTH CAUSE OF ACTION**  
**(Punitive Damages – Retaliation [New York City Claim] against all Defendants)**

148. Plaintiff realleges all prior allegations.

149. Defendants acted with malice and/or reckless indifference to plaintiff's rights protected under the New York City Administrative Code, §8-107, *et seq.* when they engaged in harassing conduct against plaintiff on the basis of age in violation of the New York City Administrative Code Law §8-107, *et seq.*

150. As a result of defendants' malice and/or reckless indifference to plaintiff's rights protected under the New York Administrative Code §8-107, *et seq.*, plaintiff is entitled to recover punitive damages.

**FIFTEENTH CAUSE OF ACTION**  
**(Punitive Damages – Racial Discrimination Based on Disparate Treatment [New York City Claim] against all Defendants)**

151. Plaintiff realleges all prior allegations.

152. Defendants acted with malice and/or reckless indifference to plaintiff's rights protected under the New York City Administrative Code, §8-107, *et seq.* when they engaged in retaliatory conduct against plaintiff for complaining against defendant



for discrimination and harassment on the basis of sexual orientation in violation of the New York City Administrative Code Law §8-107, *et seq.*

153. As a result of defendants' malice and/or reckless indifference to plaintiff's rights protected under the New York Administrative Code §8-107, *et seq.*, plaintiff is entitled to recover punitive damages.

**WHEREFORE**, plaintiff prays that judgment be entered against defendants, awarding compensation for emotional distress, permanent damage to plaintiff's mental/emotional well being, physical health, loss of enjoyment of life, including pain and suffering, shame and humiliation, back pay and other monies and benefits unlawfully denied to plaintiff.

- (a) On the First Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (b) On the Second Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (c) On the Third Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (d) On the Fourth Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and

- (e) On the Fifth Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (f) On the Sixth Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (g) On the Seventh Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (h) On the Eighth Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (i) On the Ninth Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (j) On the Tenth Cause of Action, judgment against defendants for at least One Million Dollars (\$1,000,000.00), the exact amount to be determined at trial; and
- (k) On the Eleventh Cause of Action, judgment against defendants in the amount of at least Three Million Dollars (\$3,000,000.00), in punitive damages, in an exact amount to be determined at trial.

- (l) One the Twelfth Cause of Action, judgment against defendants in the amount of at least Three Million Dollars (\$3,000,000.00), in punitive damages, in an exact amount to be determined at trial.
- (m) On the Thirteenth Cause of Action, judgment against defendants in the amount of at least Three Million Dollars (\$3,000,000.00), in punitive damages, in an exact amount to be determined at trial.
- (n) On the Fourteenth Thirteenth Cause of Action, judgment against defendants in the amount of at least Three Million Dollars (\$3,000,000.00), in punitive damages, in an exact amount to be determined at trial.
- (o) Thirteenth Cause of Action, judgment against defendants in the amount of at least Three Million Dollars (\$3,000,000.00), in punitive damages, in an exact amount to be determined at trial.
- (p) Judgment against defendants for reasonable counsel fees, costs, disbursements and such other relief deemed proper by this Court.

Dated: Scarsdale, New York  
July 1, 2009

JONES GARNEAU, LLP

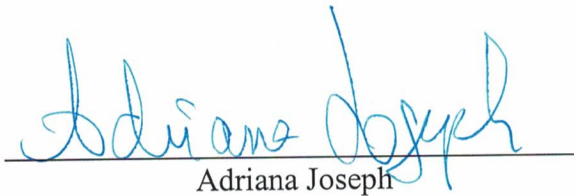
By:   
STEVEN T. SLEDZIK, ESQ.  
Attorneys for Plaintiff  
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Scarsdale, NY 10583  
(914) 472-2300



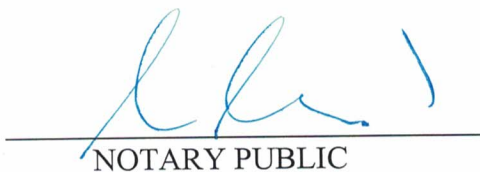
VERIFICATION

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

Adriana Joseph, being duly sworn, deposes and says, that deponent is the plaintiff in the within action; that deponent has read the following Verified Amended Complaint and knows the content thereof; that the same is true to deponent's own knowledge, except as to matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

  
Adriana Joseph

Sworn to before me  
15 day of July 2009

  
NOTARY PUBLIC

STEVEN T. SLEDZIK  
Notary Public, State of New York  
No. 02SL6006234  
Qualified in New York County  
Commission Expires June 21, 2010