

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

-----X
NICOLE JOHNSON,

Claimants,

CHARGE

-against-

ALLIED UNIVERSAL SECURITY SERVICES,

Respondent.
-----X

Nicole Johnson (“Claimant”), by and through her attorneys, Emery Celli Brinckerhoff & Abady LLP, brings this claim against Allied Universal Security Services (“Allied”) for discrimination on the basis of race and sex in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*¹

1. **Complainants:** Nicole Johnson

 c/o Elizabeth S. Saylor
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 Emery Celli Brinckerhoff & Abady LLP
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2. **Respondent:** Allied Universal Security Services
 229 West 36th Street, 11th Floor
 New York, NY 10018

Allied employs several hundred employees in an industry affecting commerce and therefore satisfies the definition of an employee under 42 U.S.C. § 2000e(b).

¹ Claimant has other claims that they need not exhaust in this forum and over which the EEOC has no jurisdiction, which they have not asserted here. *See, e.g.,* N.Y. Exec. Law § 296; N.Y. City Admin. Code § 8-107.

3. **Description of the violations:** Claimant, who was employed as a security professional by Allied between January 2017 and September 2017, was repeatedly sexually harassed by superiors. Her repeated complaints about a supervisor telling her she needed a “real man” to slap her around, choke her, throw her against a wall, and have sex with her were ignored, and the harassment escalated from vile and degrading comments to groping. Claimant was given less desirable assignments when she refused to accede to a supervisor’s demands for sexual favors and complained to human resources about his conduct. Instead of commencing an appropriate investigation and disciplining the offenders, Allied made sure that all of Claimant’s co-workers knew about her human resources complaints and facilitated further retaliation against her. Ultimately, Claimant was terminated for pretextual reasons in retaliation for her complaints about sexual harassment. The harassment and mistreatment suffered by Claimant was part of a pattern or practice of employment discrimination carried out by Allied over many years at various job sites.
4. **Dates of violations:** Commencing on or about January 23, 2017, the start of Claimant’s employment at Allied, until approximately September 18, 2017, when Claimant was terminated. Claimant experienced ongoing violations of Title VII throughout her employment at Allied.

FACTS²

Introduction

1. Claimant was hired by Allied as a security professional on or about January 23, 2017. Claimant worked as a security guard at the World Trade Center in downtown Manhattan, under the auspices of Allied’s contract with the Port Authority of New York and New Jersey.

2. For the first several months of her employment with Allied, Claimant was assigned to work in and around the “Oculus,” the transportation hub at the World Trade Center.

The Campaign of Harassment and Hostility Endured by Claimant

3. Beginning early in her time as an Allied employee, Claimant was subjected to a campaign of sexual harassment and a hostile work environment created and facilitated by supervisors and human resources workers at Allied.

² This statement is by its very nature not exhaustive of all of the details of all the discrimination suffered by Claimant, nor does it include similar instances of discrimination experienced by many other women Allied employees.

4. Within weeks after Claimant started at Allied, a Lead Tour Supervisor (“LTS”) named Richardson began to take an inappropriate interest in her. LTS Richardson became jealous when he noticed that Claimant was socializing with a male co-worker. He ridiculed Claimant and repeatedly said she could “do better.” Richardson would frequently follow Claimant to her post under the pretext of supervising her work, only to linger for an hour or more and harass her about her social relationship with her male coworker.

5. In or around the spring of 2017, Claimant made her first complaint about Richardson’s inappropriate conduct to Linda Whitaker of Allied human resources. She informed Ms. Whitaker that Richardson was acting inappropriately and expressing jealousy about her socializing with a male co-worker.

6. Ms. Whitaker told Claimant, in sum and substance: “This is what happens at World Trade.” Ms. Whitaker advised Claimant that the best way to deal with inappropriate conduct at the workplace was to “call out” the offending co-workers publicly. Ms. Whitaker told Claimant that other Allied employees had previously spread rumors that she (Ms. Whitaker) was sleeping with a co-worker, and Ms. Whitaker said she “handled” the situation by “calling people out at roll call.”

7. Claimant told Ms. Whitaker that she was not comfortable dealing with her supervisor’s inappropriate conduct in this way. Ms. Whitaker told Claimant that she would talk to Richardson on Claimant’s behalf.

8. Instead of addressing Claimant’s complaint, on information and belief, Ms. Whitaker disclosed the substance of Claimant’s concerns to other Allied employees at the World Trade Center.

9. Richardson escalated his campaign of harassment against Claimant.

10. Richardson often made demeaning and threatening sexual comments to Claimant. For example, Richardson would tell Claimant that she was acting like a “bitch” when she did not reciprocate his sexual advances. He told Claimant that she needed a man to slap her around and choke her, and that she needed a real man to throw her against a wall and have sex with her. He commented on Claimant’s lips and remarked on his interest in how Claimant might “suck cock with them.” He accused Claimant in vulgar language of having sexual relationships with co-workers. Richardson would sometimes lick his lips suggestively while making demeaning sexual comments to Claimant at work.

11. When Claimant rebuffed Richardson’s sexual advances, he retaliated. For example, after she began complaining about sexual harassment, Claimant was transferred from working inside the Oculus to working outdoors guarding construction sites at the World Trade Center, a less desirable assignment.

12. Richardson also retaliated by freezing Claimant out, even when it meant neglecting his responsibilities as her supervisor. For example, on one occasion, Richardson refused to report to Claimant’s post to address a malfunction with her radio, despite being instructed to do so.

13. Claimant complained repeatedly to Ms. Whitaker in human resources about Richardson’s conduct. Although Ms. Whitaker claimed she would “talk to Richardson,” nothing was done to address Richardson’s conduct.

14. Instead, the harassment escalated further.

15. One day, Claimant felt ill at work. She told co-workers she was feeling lightheaded. Claimant went to the nearest women’s bathroom and, in an effort to revive herself, unbuttoned the top of her shirt and began splashing water on her face and neck. Richardson

followed Claimant into the bathroom and, under the guise of “helping” her to re-button her shirt, fondled her breasts. Just as Richardson was groping Claimant, a Port Authority police officer who apparently had seen Richardson enter the bathroom came to the doorway and told Richardson he could not be in the women’s bathroom. Richardson left.

16. Claimant reported this incident to Ms. Whitaker in human resources, who responded in sum and substance: “We need to do something immediately.” But, on information and belief, Ms. Whitaker addressed Richardson’s assault by engaging him in a one-on-one conversation. No effective discipline resulted, and Claimant was forced to continue working with Richardson.

17. Soon after Claimant’s complaints were disclosed to Richardson, she became the subject of intense gossip among Allied employees at the World Trade Center. Workers called her a “ghetto black bitch” and a “ho” and made other degrading, racist, and sexist comments about Claimant.

18. Upon information and belief, Richardson was not disciplined for sexually assaulting Claimant in a women’s bathroom at work.

19. By this point Claimant knew that complaining to human resources would not help her escape the campaign of sexual harassment against her and would only make things worse. As a result, she resolved simply to avoid Richardson as much as possible and minimize her contact with him.

20. Undeterred, Richardson continued to seek Plaintiff out and harass her. On at least one occasion, Richardson came to Claimant’s post for no work-related reason and then rubbed his groin against her body on the pretext of sliding past her to enter the small security booth.

21. Claimant told Richardson that she would report his conduct and that security camera footage would corroborate her claims. Having anticipated this response, Richardson informed her, in sum and substance: “There are no cameras at this post.”

22. Even as Claimant attempted to avoid Richardson, he found ways to catch her alone at work and harass her. On at least one occasion, when Claimant asked a female co-worker to come to her post to bear witness to Richardson’s conduct, Richardson reprimanded the co-worker.

23. Richardson told Claimant that her problems at work were the result of not “listening to” him when he told her whom to socialize with. Richardson told Claimant that he could have gotten her promoted if she had acceded to his advances, and that she had harmed her prospects at Allied by rejecting them.

24. Claimant begged to be transferred so that she would not have to work with Richardson anymore, but Allied’s human resources workers ignored or dismissed her requests. Claimant was also told she would be risking her pay if she pushed for a transfer.

Claimant’s Pretextual Termination

25. On September 5, 2017, Claimant was posted at Gate 3D at the World Trade Center site.

26. LTS Richardson approached Claimant’s post that afternoon. As he often did, Richardson slid into the security booth where Claimant was working, rubbing his body against Claimant as he did so.

27. Around the time Richardson came to her post, Claimant was scheduled for a meal break. In preparation for her break, Claimant began to remove her hat and boots. Richardson

responded by telling her she was not permitted to remove any part of her uniform while still physically at her post.

28. In response to Richardson's statement, Claimant immediately placed all of her gear back on. In her full uniform, she then walked off the site for her break. Only once she was off the site did Claimant then once again remove her boots.

29. After this incident, Richardson—the same supervisor about whom Claimant had made repeated sexual harassment complaints to human resources with no effect—wrote up a disciplinary statement to terminate Claimant from her job. Richardson falsely claimed that Claimant had left her booth without her boots after being instructed that she was not allowed to do so. This was false; Claimant had not removed her boots until after leaving the site entirely.

30. While Richardson was, upon information and belief, never disciplined for sexually harassing Claimant for months on end, Claimant was fired because she allegedly removed her work boots one time in the wrong location. This was an obvious pretext for the true reason Claimant was fired: in retaliation for her repeated attempts to blow the whistle on a culture of sexual harassment and impunity at Allied.

Claimant's Damages

31. Claimant suffered several emotional distress as a result of the harassment she endured at Allied. The harassment drove her into a deep depression.


32. Claimant was humiliated, and her reputation was irreparably damaged.

33. Claimant's retaliatory and pretextual termination resulted in months of unemployment and considerable economic damages.

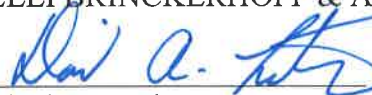
Dated: November 14, 2017
New York, New York

By: 
Nicole Johnson, Claimant

Sworn to before me this 14th
day of November, 2017


Notary Public

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