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JUDGE BRICCETTI

RECEIVED  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

MARCY STARNES,

Plaintiff,

-against-

**COMPLAINT  
DEMAND FOR JURY TRIAL**

PUTNAM COUNTY MOVIE  
THEATER, LLC d/b/a CARMEL CINEMA,  
GARY F. GOLDRING, PAUL SCHUYLER,  
and BANK STREET INVESTMENTS, LLC,

**CIVIL ACTION NO.**

Defendants.

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Plaintiff, Marcy Starnes, by her counsel, Halsband Law Offices, alleges for her  
Complaint as follows:

**JURY DEMAND**

- 1. Plaintiff demands a trial by jury of all issues in this action.

**NATURE OF ACTION**

2. Plaintiff brings this civil rights action against her former employers, Putnam  
County Movie Theater, LLC d/b/a Carmel Cinema (“Carmel Cinema”), and Bank Street  
Investments, LLC, (“Bank Street”) (Bank Street and Carmel Cinema are referred to  
collectively as “Carmel Cinema”), Gary F. Goldring, and Paul Schuyler for termination and

unlawful employment practices under the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq. (hereinafter, “ADEA”), and the New York State Human Rights Law, Section 290 et seq. of the Executive Law of the State of New York (hereinafter “Executive Law”) on the basis of her age.

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over Plaintiff’s claims in this action pursuant to 28 U.S.C. § 1331, the ADEA, and under the principles of pendent jurisdiction.

4. The Defendants are found, transacts business, have agents, and are within the jurisdiction of this Court.

5. This action was timely commenced within ninety days of receipt of the Notice of Right to Sue dated September 14, 2011 from the United States Equal Employment Opportunity Commission.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

### **PARTIES**

7. Plaintiff is an adult female and currently resides in the State of Michigan.

8. Plaintiff is 52 years of age.

9. Upon information and belief, Carmel Cinema is, and all times mentioned hereinafter was, a corporation authorized to do business pursuant to the laws of the State of New York.

10. Carmel Cinema is engaged in the business of operating a movie theater.

11. Carmel Cinema is an “employer” under the ADEA.

12. Carmel Cinema is engaged in an industry affecting commerce.

13. Carmel Cinema has had twenty or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year.

14. Carmel Cinema is an “employer” as defined in Section 292(5) of the Executive Law.

15. Carmel Cinema maintains a place of business within the County of Putnam, State of New York, specifically at 156 Route 52 (ShopRite Plaza), Carmel, New York 10512.

16. Upon information and belief, Bank Street is, and all times mentioned hereinafter was, a corporation authorized to do business pursuant to the laws of the State of New York.

17. Bank Street is engaged in the business of operating a movie theater.

18. Bank Street is an “employer” under the ADEA.

19. Bank Street is engaged in an industry affecting commerce.

20. Bank Street has had twenty or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year.

21. Bank Street is an “employer” as defined in Section 292(5) of the Executive Law.

22. Bank Street maintains a place of business within the County of Putnam, State of New York, specifically at 156 Route 52 (ShopRite Plaza), Carmel, New York 10512.

23. Carmel Cinema and Bank Street are interrelated entities.

24. Carmel Cinema and Bank Street share an identity of interests.

25. Carmel Cinema and Bank Street are joint employers.

26. Carmel Cinema and Bank Street share common ownership.

27. Carmel Cinema and Bank Street share common managers.

28. Carmel Cinema and Bank Street share common employees.

29. Carmel Cinema and Bank Street share common office space.

30. Carmel Cinema and Bank Street share common policies.

31. Upon information and belief, Goldring is an adult male resident of the State of Connecticut.

32. Goldring owns Carmel Cinema.

33. Goldring owns Bank Street.

34. Upon information and belief, Schuyler is an adult male resident of the State of Connecticut.

### **FACTS**

35. Plaintiff was an employee of Carmel Cinema.

36. Plaintiff was an employee of Bank Street.

37. Plaintiff began her employment with Carmel Cinema in or about 2004.

38. Plaintiff was employed by Carmel Cinema as a manager.

39. At all relevant times, the Plaintiff performed her job duties and responsibilities competently and satisfactorily.

40. In or about July 2010, Carmel Cinema changed ownership.

41. In or about July 2010, Goldring became the new owner of Carmel Cinema.

42. During part of the Plaintiff's employment, Carmel Cinema employed Schuyler as Operations Manager.

43. Plaintiff reported to Mr. Schuyler.

44. Goldring controlled the terms and conditions of the Plaintiff's employment in the State of New York after he became the owner of Carmel Cinema.

45. Schuyler participated in controlling the terms and conditions of the Plaintiff's employment in the State of New York once he became the Operations Manager for Carmel Cinema.

46. Beginning in or about July 2010, Goldring and Schuyler made numerous references about Plaintiff's age and the age of other employees.

47. Prior to Goldring becoming the owner of Carmel Cinema, Carmel Cinema also employed Plaintiff's daughter as its Assistant General Manager.

48. Plaintiff's daughter is approximately twenty-five years of age.

49. Schuyler asked Plaintiff's daughter whether she lived with her parents and whether she was still in school, in an effort to determine her age.

50. Plaintiff heard Schuyler ask Goldring if he knew that Plaintiff's daughter was twenty five years of age.

51. Schuyler told Plaintiff that she was "old school."

52. Schuyler also told Plaintiff that Plaintiff did not know how to learn to use computer programs.

53. In making this statement, Schuyler implied that Plaintiff was too old to learn how to use a computer or a computer program.

54. Schuyler said to the Plaintiff that he thought Plaintiff's daughter was in high school.

55. Schuyler asked Plaintiff what year her daughter was born.

56. On September 19, 2010, Goldring terminated Plaintiff's employment.

57. Goldring told Plaintiff that she did not mesh with his staff and that she did not fit in.

58. When he fired the Plaintiff, Goldring asked Plaintiff if her daughter could perform Plaintiff's job.

59. Following Plaintiff's termination, Goldring gave Plaintiff's job to Plaintiff's daughter.

60. Defendants replaced Plaintiff's position with a much younger person, her daughter.

61. After Goldring fired Plaintiff, he falsely told the staff that Plaintiff had retired.

62. In stating that Plaintiff "retired," Goldring made a direct reference to Plaintiff's age and implied that Plaintiff was too old to continue to work.

63. The day after Carmel Cinema terminated Plaintiff, Schuyler told Plaintiff's daughter that Carmel Cinema was seeking to purchase other theaters and that only persons who are twenty five or twenty six years of age know Excel, a computer program.

64. By and through their course of conduct as alleged in the preceding paragraphs, the Defendant discriminated against and terminated the Plaintiff because of her age.

65. As a result of the foregoing, Defendants and their agents caused Plaintiff damages to be determined at trial.

### **FIRST CLAIM FOR RELIEF**

#### **ADEA: Age Discrimination Against Carmel Cinema and Bank Street**

66. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

67. By and through their course of conduct as alleged above, Defendants Carmel Cinema and Bank Street and their agents willfully violated the ADEA by denying Plaintiff equal terms and conditions of employment and terminating Plaintiff because of her age.

68. As a result, Defendants and their agents caused Plaintiff lost pay and benefits, embarrassment, mental anguish, and emotional and physical distress, in amounts to be determined at trial.

**SECOND CLAIM FOR RELIEF**

**Executive Law: Age Discrimination Against Carmel Cinema and Bank Street**

69. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

70. By and through their course of conduct as alleged above, Defendants Carmel Cinema and Bank Street and their agents willfully violated the Executive Law by denying Plaintiff equal terms and conditions of employment and terminating Plaintiff because of her age.

71. As a result, Defendants and their agents caused Plaintiff lost pay and benefits, embarrassment, mental anguish, and emotional and physical distress, in amounts to be determined at trial.

**THIRD CLAIM FOR RELIEF**

**Executive Law: Aiding and Abetting Against Goldring**

72. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

73. By and through his course of conduct as alleged above, Defendant Goldring willfully violated the Executive Law by aiding and abetting Carmel Cinema's and Bank Street's age discrimination against the Plaintiff.

74. As a result, Defendant caused Plaintiff lost pay and benefits, embarrassment, mental anguish, and emotional and physical distress, in amounts to be determined at trial.

## **FOURTH CLAIM FOR RELIEF**

### **Executive Law: Aiding and Abetting Against Schuyler**

75. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

76. By and through his course of conduct as alleged above, Defendant Schuyler willfully violated the Executive Law by aiding and abetting Carmel Cinema's and Bank Street's age discrimination against the Plaintiff.

77. As a result, Defendant caused Plaintiff lost pay and benefits, embarrassment, mental anguish, and emotional and physical distress, in amounts to be determined at trial.

### **PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff prays that this Court:

- (a) Accepts jurisdiction over this matter;
- (b) Impanels and charges a jury with respect to the claims for relief; and
- (c) Awards the following damages against Defendants:
  - i. Back pay, front pay, and all benefits along with pre and post judgment interest in amounts to determined at trial;
  - ii. Punitive and compensatory damages including, but not limited to, damages for pain and suffering, anxiety, humiliation, physical injuries and emotional distress in order to compensate her for the injuries she has suffered and to signal to other employers that discrimination in employment is repulsive to legislative enactments in amounts to be determined at trial;
  - iii. Attorney's fees, costs and expenses as provided for by the applicable statutes;
  - iv. Any other relief which this Court deems just and equitable.



Dated: Hackensack, New Jersey  
October 27, 2011

Respectfully submitted,

  
**HALSBAND LAW OFFICES**

By:

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