

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CAROLINE WEEKS,

Plaintiff,

vs.

POINTSBET USA,

Defendant.

Civil Action No.: 1:23-cv-8190

COMPLAINT

JURY TRIAL DEMAND

Plaintiff Caroline Weeks (“Plaintiff” or “Weeks”), by and through her attorneys, The Law Office of Christopher Q. Davis, PLLC, alleges upon personal knowledge and information and belief as to other matters, as follows:

NATURE OF ACTION

1. Caroline Weeks (“Ms. Weeks” or “Plaintiff”) brings this action against Defendant PointsBet USA¹ (“PointsBet” or “Defendant”) to recover monetary and emotional damages suffered because of (1) discrimination in compensation on the basis of sex in violation of the federal Equal Pay Act, 29 U.S.C. §§ 206 *et seq.* (“EPA”), New York State Equal Pay Law, N.Y. Labor Law §§ 194 *et seq.* (“NYEPL”), New York State Human Rights Law, N.Y. Executive Law §§ 296 *et seq.*, (“NYSHRL”), and the New York City Human Rights Law, §§ 8-107 *et seq.* (“NYCHRL”) and (2) a hostile work environment on the basis of sex in violation of the NYSHRL and the NYCHRL.

¹ PointsBet Holdings Limited’s shareholders approved Fanatics’ \$225 million acquisition of PointsBet USA, the U.S. arm of PointsBet, an Australian-based company. Upon information and belief, the deal is targeted for initial completion in late August, following regulatory approvals, in which Fanatics will pay \$175 million, followed by the other \$50 million in early 2024. When the acquisition is complete, Plaintiff plans to seek leave to amend her complaint to include allegations against Fanatics as a successor-in-interest to PointsBet USA under the common law rule or the “substantial continuity” test. PointsBet was put on notice about the basic premise of this litigation, through a draft complaint, in or around March 2023, months before the acquisition. And Fanatics purchase of PointsBet was specifically to grow their gaming business and therefore continue the identity—sports betting—of PointsBet USA.

PROCEDURAL REQUIREMENTS

2. Following the commencement of this action, a copy of this Complaint will be served on the New York City Commission on Human Rights and the Office of Corporation Counsel of the City of New York, thereby satisfying the notice requirement of §8-502 of the New York City Administrative Code.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 as Plaintiff has asserted a claim arises under the federal laws of the United States. Specifically, Plaintiff has asserted a claim under the Equal Pay Act.

4. This Court has supplemental subject matter jurisdiction over Plaintiff's state and city claims pursuant to 28 U.S.C. § 1367(a), as those claims are so related to federal claims in this action such that they form part of the same case or controversy.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

PARTIES

6. Plaintiff Caroline Weeks was a resident of New York City when the allegations that form the basis of this complaint took place.

7. Ms. Weeks was hired by Defendant on or about January 18, 2022, as a Senior Player Development Manager based out of New York.

8. Defendant, PointsBet USA, has its headquarters in Denver, Colorado at 1331 17th St, Denver, CO 80202

9. PointsBet regularly conducts business in New York City with a "NYC" office located just across the river in Jersey City, NJ.

10. PointsBet is the U.S. arm of the online sportsbook company originally founded in Australia and traded on the Australian Securities Exchange.

11. PointsBet is a digital sports betting and technology company, partnered with NBC Universal as the official sports betting partner of NBC Sports.

FACTUAL ALLEGATIONS

12. On January 19, 2022, Ms. Weeks accepted PointsBet USA's offer of a job as Senior Player Development Manager "based out of New York".

11. Ms. Weeks primarily worked from home in New York City, and she was the only employee on her team working in New York.

12. Ms. Weeks had a client-facing job whereby she was responsible for bringing new clients to the PointsBet platform to place bets, primarily on sporting events.

13. PointsBet divided their client facing roles into two sectors—the Player Development sector, which Ms. Weeks sat under, and the Loyalty sector—the two teams set under the umbrella of "Player Development & Experiences" and worked closely with one another, hosting events together and exchanging information every day.

14. During the relevant part of her employment, the **Player Development team led by Nick Wellner, focused on recruiting new clients**, whereas the Loyalty team, led by Bart DiNardo, focused on maintaining clients.

15. The Player Development and Loyalty teams worked closely together to attract and keep VIP clients betting on the platform.

16. As such, **Ms. Weeks was, in addition to bringing on new clients, also deeply involved with the loyalty team in cultivating and developing relationships with PointsBet's current VIP clients.**

17. Because Ms. Weeks was expected to work closely with Loyalty, when PointsBet brought on **Mr. DiNardo as Director of Loyalty, Ms. Weeks was told to meet with him directly as he oversaw anything she worked on that involved current VIP clients.**

18. Ms. Weeks job duties primarily involved hosting and co-hosting events such as golf outings, lunches, dinners, happy hours and taking clients to sports games mostly in New York, but occasionally in New Jersey and Pennsylvania for Defendant's current and prospective VIP clients.

19. Both current and prospective PointsBet clients were invited to the events Ms. Weeks hosted/co-hosted.

20. At these events Ms. Weeks was tasked with generally promoting and pushing such individuals into using PointsBet for any sports betting.

21. In addition to these larger events, Ms. Weeks would also take out potential clients to one-on-one lunches or dinners in New York to sell them on using PointsBet as their primary sports betting platform.

22. Ms. Weeks was, at times, the only PointsBet employee present at the smaller local events; however, there were also numerous instances where she co-hosted larger events and outings with her coworkers.

Plaintiff Was Paid Substantially Less than Her Male Counterparts

23. Ms. Weeks was the only female Senior Player Development Manager at the company; the other six Senior Player Development Managers were all men.

24. Ms. Weeks was paid an annual base salary of \$60,000 plus a commission of quarterly bonuses equaling 20% of the losses of the clients.

25. Approximately three months into her employment with PointsBet Ms. Weeks was told by another Senior Player Development Manager – Matthew O'Brian – that he was paid a base salary of \$100,000.

26. Upon information and belief, the other male Senior Player Development Managers, all men, also had base salaries that were higher than the \$60,000 Ms. Weeks was paid.

27. Because the Senior Player Development Manager role was only created a few months prior to Ms. Weeks start with PointsBet, all seven Senior Player Development Managers started within a few months of one another.

28. The work that the male Senior Player Development Managers performed was the same as that of Ms. Weeks—they were all required to facilitate and maintain client relationships by hosting and entertaining them at various types of events.

29. Mr. O’Brian was the Senior Player Development Manager for New Jersey.

30. Ms. Weeks’s background and vast network in sports marketing that she drew on to successfully perform her role at PointsBet was so valuable that her male coworkers would ask that she connect them to individuals in her network.

Plaintiff Was Subjected to a Sexual Harassment From One of Her Supervisors While Employed at PointsBet

31. Ms. Weeks was consistently subjected to romantic advances, comments about her physical appearance, and unwanted physical touching while employed by PointsBet.

32. This sexual harassment came from one of her supervisors – Bart DiNardo – as well as countless PointsBet clients and prospective clients.

33. Bart DiNardo was hired as the Director of Loyalty for PointsBet in or around April 2022.

34. As Director of Loyalty, Mr. DiNardo was responsible for overseeing all player retention work, including the work that the player development team was doing when they hosted/co-hosted events for current PointsBet VIPs.

35. Mr. DiNardo had supervisory and managerial authority over Ms. Weeks’s work, particularly since Loyalty and Player Development worked so closely together on events.

36. Mr. DiNardo was known for drinking too much, getting handsy, and making inappropriate comments towards Ms. Weeks during PointsBet events.

37. Shortly after Mr. DiNardo was hired, Ms. Weeks was directed to meet with Mr. DiNardo because she would be working with and for him on any events that included Loyalty.

38. As such, the very first time Ms. Weeks met Mr. DiNardo was on or about April 27, 2022, within just a few weeks of Mr. DiNardo’s start date at PointsBet.

39. This initial meeting was a one-on-one at an evening event at Giants Stadium.

40. Ms. Weeks was specifically asked to meet with Mr. DiNardo for this event because he had just been hired as Director of Loyalty and she would be working under him on any of her events that also invited current VIP clients because this retention work fell under the Loyalty sector.

41. In fact, the event at Giant Stadium was to scope out suites that PointsBet would potentially invite VIP clients to during events run together by Loyalty and Player Development.

42. Mr. DiNardo was drinking excessively at the Giants Stadium event and kept questioning why Ms. Weeks was not drinking.

43. Ms. Weeks generally does not drink at work events, and if she does, she does not drink in excess.

44. At the end of the evening, Mr. DiNardo asked Ms. Weeks to go to a strip club with him and his friends.

45. Ms. Weeks politely declined and went straight to her hotel room.

46. Shortly thereafter, PointsBet had its first outing for all the Northeast Player Development Managers in New York City.

47. Mr. DiNardo, in his role as the Director of Loyalty and part of the same team, was at this outing.

48. Mr. DiNardo, again belligerently drunk, was aggressively flirting with Ms. Weeks.

49. During the evening, Mr. DiNardo physically touched Ms. Weeks in a suggestive and inappropriate manner, tried to hold her hand, attempted to spin her around to dance, and was hanging over her shoulder seductively.

50. Mr. DiNardo is approximately 10 years older than Ms. Weeks and her superior in the workplace.

51. When the whole team sat down for dinner, Mr. Wellner, Ms. Weeks's direct supervisor and Mr. DiNardo's equal, made a point to sit in between Ms. Weeks and Mr. DiNardo to create a boundary between Mr. DiNardo and Ms. Weeks.

52. Mr. Wellner apologized for Mr. DiNardo's unprofessional behavior after ending the evening early to put Mr. DiNardo into a cab home.

53. After Mr. DiNardo left the rest of the team who had remained professional throughout stayed out for another 30 minutes together socializing.

54. The Player Development and Loyalty team members who witnessed Mr. DiNardo's conduct usually just laughed it off, but it was not funny for Ms. Weeks who was the target of his nonstop flirting and inappropriate touching.

55. Upon information and belief, Mr. DiNardo received no warnings or reprimands for his inappropriate and sexually harassing conduct during the Northeast Player Development Managers outing.

56. As such, the supervisory level employees who witnessed this inappropriate conduct, which only escalated as set forth below – particularly Mr. Wellner – aided and abetted, the sexual harassment Ms. Weeks faced from Mr. DiNardo.

57. On a Friday morning, August 5, 2022, Mr. DiNardo sent Ms. Weeks a few direct messages on her personal SnapChat account.

58. He had previously requested to be her friend on SnapChat, not the other way around.

59. Mr. DiNardo was responding to a story of Ms. Weeks' from the day before of her in a trucker hat, a sports bra, and sweatpants.

60. The direct message from Mr. DiNardo read, "you're killing me."

61. Ms. Weeks did not respond and did not open the other two direct messages from Mr. DiNardo.

62. Notably, Mr. DiNardo specifically choose SnapChat because the messages automatically delete after they are opened, choosing this platform because there would be no paper trail of the sexual harassment.

63. When Ms. Weeks did not respond to his SnapChat direct message, Ms. DiNardo texted Ms. Weeks on her personal cell phone, “you’re killing me on the snap game” and “so let’s do this”.

64. When she tried to brush him off, saying “Event?? Haha”, referring to a work event, Mr. DiNardo responded “Dinner for sure...Snap right now?”

65. Ms. Weeks said she was at the gym and not checking her SnapChat.

66. Ms. Weeks believed that Mr. DiNardo’s messages on SnapChat were inappropriate and that he was propositioning her sexually and she was trying to brush him off.

67. Mr. DiNardo responded “Ugh.”

68. Ms. Weeks said he was being “Needy!” to which Mr. DiNardo responded, “Right now. Yes...Just check it when you can...Don’t you start.”

69. At this point, Ms. Weeks knew she needed to shut this down, but wanted to remain friendly as he was her supervisor, so she said, “LOL ok I’m done.”

70. Mr. DiNardo said, “Lying keep going.”

71. Ms. Weeks understood, at this point, that Mr. DiNardo’s messages on SnapChat (which remained unopened) and his text messages, were an innuendo to masturbation.

72. Ms. Weeks again shut him down, saying, “No no I’m done this is a dark path at 8am hahahahah.”

73. Mr. DiNardo was frustrated, responding, “Ughhh.”

74. Then, realizing how inappropriate this was, he immediately said, “I’m an angel...soooo I guess don’t read the snaps then.”

75. Ms. Weeks responded that Mr. DiNardo was not an angel, that he was trouble, and that she “already kn[e]w what snaps will be...I’m weathered to this.”

76. Mr. DiNardo responded, “Well yes...but this I’m sure isn’t the first time you’ve gotten this.”

77. Ms. Weeks did not respond to this message, nor did she open the two remaining SnapChats.

78. After not responding to him, Mr. DiNardo said, “deleted”, referring to the two unopened SnapChats, which were then deleted from Ms. Weeks SnapChat inbox.

79. Mr. DiNardo continued texting saying “How bout we start with dinner” and “**did I win creep of the year yet.**”

80. Ms. Weeks again did not respond.

81. Mr. DiNardo then says, “I still want to see you now though.”

82. Ms. Weeks finally responded, trying to seem aloof despite being very uncomfortable, and said, “I can not be of assistance” with a GIF of someone holding their hands up saying “well”.

83. Mr. DiNardo responded “shockingggg.”

84. Despite being incredibly offended and uncomfortable, Ms. Weeks attempted to keep things light throughout, **repeatedly typing “hahaha” and “LOL”** because Mr. DiNardo was one of her supervisors and she was fearful of any ramifications.

85. This entire exchange occurred between approximately **7:30am to 8:15am on Friday, August 5, 2022.**

86. At the time, Ms. Weeks told Mathew O’Brian, a co-worker and close friend, about Mr. DiNardo’s inappropriate conduct.

87. Mr. O’Brian was not surprised given Mr. DiNardo’s prior inappropriate behavior directed at Ms. Weeks that was witnessed by many people.

Plaintiff Was Subjected to a Sexual Harassment From PointsBet’s Clients While Employed at PointsBet

88. In addition to ongoing sexual harassment from Ms. Weeks’s superior, PointsBet’s **current and prospective clients also felt free to harass Ms. Weeks by regularly commenting on her body, her appearance, and her sexuality.**

89. Many of these clients were around 20+ years older than Ms. Weeks.

90. Even more egregious, the environment at PointsBet events was **so devoid of any consequences that male clients felt free to touch and kiss Ms. Weeks without her consent.**

91. For example, male clients would regularly ask Ms. Weeks to take pictures with them and then kiss her without consent or suggestively touch her body while taking the picture.

92. PointsBet clients would make explicitly sexualized comments to Ms. Weeks while she was working, including but not limited to:

- You look hot;
- You got this job because you're hot;
- So, you're like the new Paige Spiranec²;
- I bet you get this all the time... followed by: "you're very attractive" or "I'd love to get dinner sometime;"
- A text saying "Hello???" pay attention to me!!!" when Ms. Weeks was in conversation with a different client;
- A text saying, "I won't even try to make out with you" after having attempted to make out at an event, which Ms. Weeks shut down, and then propositioning her to go on a trip with out of the country, which she ignored.

93. At a PointsBet sponsored golf outing co-hosted by Ms. Weeks and other Player Development Managers, a PointsBet client declared, in front of many other clients and at least one other PointsBet employee, "if I get the ball in the hole, Caroline gives me a blowjob."

94. Ms. Weeks was mortified, but the client got a laugh from many others in attendance.

95. This was Ms. Weeks place of employment and there were no protections from this constant barrage of sexual harassment.

96. Upon information and belief, this client faced no repercussions and was allowed to continue to participate in the golf outing and other PointsBet events after this incident.

² Paige Spiranec was a female golfer and social media star that became a "PointsBet Ambassador" where she was paid to promote PointsBet. She chooses to use her sexuality to become a social media influencer. *See, e.g.*, <https://www.the-sun.com/sport/8815204/paige-spiranec-release-unseen-shots-didnt-make-new-calendar/>. She was paid to continue to do so in her work with PointsBet—using her sexuality to get men to sign up for the platform. At PointsBet events, or in their publicity materials, Ms. Spiranec was regularly showing off her boobs or wearing miniskirts, talking about provocative things, and posing in sexual ways. Many PointsBet clients and potential clients compared Ms. Weeks to Ms. Spiranec, assuming because she was an attractive young woman that she had a similar role. She did not. She was a Player Development Manager, just like her male colleagues. Ms. Weeks would regularly have to tell men that she was not working for PointsBet in the same brand ambassador capacity as Ms. Spiranec, saying: "no, I am a player development manager."

97. This was of course true for all, or nearly all, the clients who sexually harassed Ms. Weeks – they faced no consequences and therefore continued to harass Mr. Weeks.

98. Ms. Weeks was repeatedly required to attend events with clients who had behaved this way.

99. Not only did Ms. Weeks have to attend events with people who had harassed her, she was also not provided with a work cell phone, and therefore was required to distribute her personal cell phone number to some of the very same clients and prospective clients who were harassing her.

100. Ms. Weeks continued, after her employment ended, to get texts on her personal cell phone from past clients propositioning her.

101. On one occasion Ms. Weeks was targeting a well-known prospective VIP client and took him out to a work-dinner.

102. When she began to tell him about the benefits of PointsBet and what PointsBet would offer him if he came onto their platform he responded, rudely, “if you think I am here to talk about PointsBet, you don’t know anything.”

103. It was immediately clear he was only there to make a sexual advance on Ms. Weeks.

104. At the end of the dinner, while waiting in the rain for a taxi, this client came up behind Ms. Weeks, grabbed her, and attempted to kiss her. She dodged the kiss and it landed on her cheek.

105. Thereafter, the client obtained Ms. Weeks’s home address without her knowledge and sent her a dozen roses, in an unwanted and creepy attempt at a romantic gesture.

106. At her weekly one-to-one, Ms. Weeks informed her supervisor, Mr. Wellner, that she did not want to speak to this client again.

107. Mr. Wellner did not investigate the issue and ignored the very obvious reason that Ms. Weeks did not want to speak to the client again – the client was not interested in betting with Ms. Weeks, he was interested only interested in Ms. Weeks sexually.

108. Upon information and belief, this prospective client continued to be invited to PointsBet events and attended at least one other event.

109. In mid-August 2022 PointsBet hosted a weekend getaway in Atlantic City for their VIP clients and prospective clients.

110. As part of the weekend of events, PointsBet hosted an evening of drinks at a casino club.

111. Ms. Weeks started out having a friendly and appropriate conversation with a PointsBet client; however, after a few minutes of friendly chatter, the client put his hand suggestively low on Ms. Weeks's back.

112. Ms. Weeks immediately told this client that touching her like that was “unprofessional.”

113. The client, unfortunately, continued to act inappropriately and repeatedly tried to touch Ms. Weeks.

114. Becoming increasingly uncomfortable Ms. Weeks felt she has no option but to leave the club, even though she was supposed to be working.

115. The PointsBet client followed Ms. Weeks out of the club and trailed her throughout the casino for nearly an hour.

116. At times he attempted to physically block Ms. Weeks' path out of the casino, and even hid behind corners and slot machines as he pursued her on the casino floor.

117. Two police officers present noticed Ms. Weeks's apparent distress and approached her; they then escorted the offending client out of the casino.

118. Given the danger presented, another police officer escorted Ms. Weeks to the hotel she was staying at for the weekend with other PointsBet employees and PointsBet clients to ensure the client did not continue following her or attempt to harm her.

119. In fact, given the seriousness of the situation, the police officers directed Ms. Weeks out through an exit that was not for the public, insisting that she go that way to get away from the client.

120. Multiple PointsBet co-workers, including a management-level employee, witnessed the serious incident at the club and casino and reached out to Ms. Weeks, expressing great concern for her emotional and physical well-being.

121. It was immediately following this event that, as detailed below, Ms. Weeks made verbal complaints about the ongoing harassment she had experienced, both from clients and Mr. DiNardo.

122. If PointsBet took any actions against this client for his conduct in Atlantic City, it was never communicated to Ms. Weeks. To the contrary, PointsBet continuously told Ms. Weeks, in sum and substance "unfortunately we can't do much with the clients" and completely ignored their legal obligations to protect her from harassment from clients.

PointsBet Knew or Should Have Known About the Sexual Harassment by Nonemployees and Failed to Take Remedial Action

123. As part of her regular job duties Ms. Weeks had weekly check-ins with her direct supervisor, Nick Wellner, Director of Player Development, and Cameron Kline, Operations Director of VIP & Player Development.

124. During these meetings Ms. Weeks would regularly make clear that current and potential clients were harassing her.

125. She would say, for example, “I won’t be talking to [this client]. He wasn’t interested in betting.”

126. Ms. Weeks implication, which was clear to Mr. Wellner and Mr. Kline, was that the client was only interested in meeting Ms. Weeks because of her looks, not to learn about what PointsBet had to offer.

127. Also, Ms. Weeks regularly confided in some of her colleagues about the harassment, and some of these colleagues directly witnessed the harassment while co-hosting events.

128. After the incident in Atlantic City, witnessed by numerous PointsBet employees, Ms. Weeks had a very frank and direct phone call with one of her supervisors, Nick Wellner.

129. During this phone call, Ms. Weeks complained about both the harassment by Bart DiNardo and harassment by male clients during events she hosted and co-hosted.

130. Ms. Weeks was in tears on the phone with Mr. Wellner as she laid out what she had been experiencing during her employment with PointsBet.

131. Mr. Wellner passed Ms. Weeks’ complaint along to PointsBet’s Chief People Officer, Amanda Anderson.

132. Ms. Anderson had a zoom meeting with Ms. Weeks.

133. Ms. Weeks, once again in tears, detailed all the sexual harassment she experienced from Mr. DiNardo as well as from PointsBet's male clients.

134. While Mr. Wellner and Ms. Anderson investigated the complaints into Mr. DiNardo, they were completely dismissive of her complaints regarding PointsBet's clients.

135. Mr. Wellner and Ms. Anderson both said, in substance, there wasn't anything the company could do to address the situation involving clients.

136. PointsBet did not take measures to end the sexual harassment that Ms. Weeks was forced to endure by clients and prospective clients.

137. PointsBet did terminate Mr. DiNardo, as they should have; however, as her supervisor, PointsBet is strictly liable for his conduct.

138. Additionally, PointsBet knew of DiNardo's sexually harassing behavior months prior and took no remedial actions until Ms. Weeks presented them with incriminating text messages.

139. After PointsBet terminated Mr. DiNardo, a colleague supporting Ms. Weeks said, Mr. DiNardo should have been terminated because "no one deserves to feel uncomfortable by a superior and ESPECIALLY not sexually harassed."

140. After Mr. DiNardo's termination, recognizing PointsBet's complete failure to take any remedial actions to prevent the sexual harassment and protect Ms. Weeks at the company's client facing events, Mr. Wellner began having "weekly mental health check-ins" with Ms. Weeks, instead of "weekly client updates."

Plaintiff Was Constructively Discharged by Defendant

141. Ms. Weeks simply could not continue in a client facing role without any actions being taken to keep her safe.

142. Therefore, in late September 2022, Ms. Weeks attempted to rectify the situation herself by requesting a transfer to another position; however, the only position offered in response was a social media coordinator, a demotion in title less than half of the salary she was making.

143. Because PointsBet was not willing to take any remedial actions to make their events safe and was not willing to transfer Ms. Weeks to a position of comparable stature and pay, Ms. Weeks was forced to give her two-weeks' notice.

144. Thus, in October 2022, after nearly a year of enduring harassment by a supervisor, and PointsBet clients, including unwanted physical touching, forced kisses, and graphic sexualized language about her body and sex, Ms. Weeks was forced to resign from her position.

145. The increased frequency and severity of the harassment in the months prior to her constructive discharge, and the complete failure of PointsBet to take any remedial or protective action, left Ms. Weeks with no other choice but to leave a role, and an industry, that she felt passionate about.

146. During her exit interview with an HR representative, Ms. Weeks once again and in tears brought up that she had been incessantly harassed by male clients and as a result, felt deeply uncomfortable at work to which HR responded with complete dismissiveness.

147. Ms. Weeks did not want to leave the company, but the persistent and serious sexual harassment she experienced from male clients and the Defendant's lack of any adequate action to remedy the harassment left her no other option.

148. Ms. Weeks's last day of employment was October 15, 2022.

FIRST CAUSE OF ACTION
(29 U.S.C. § 206, Equal Pay Act ("EPA"))

149. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

150. During Ms. Weeks's employment, PointsBet required her to perform the same role as other male employees, requiring equal skill, effort, and responsibility under similar

working conditions, and paid Ms. Weeks at a rate of pay, including salary, less than such male employees.

151. PointsBet engaged in patterns, practices, and/or policies of employment which discriminate against Ms. Weeks on the basis of her sex by paying Ms. Weeks a lesser rate of pay than to male employees performing the same job duties which require equal skill, effort and responsibility under the same working conditions.

152. As a result of PointsBet's unlawful and discriminatory conduct in violation of the EPA, Ms. Weeks is entitled to monetary damages, liquidated damages, costs, and attorneys' fees.

SECOND CAUSE OF ACTION
(N.Y. Lab. Law § 194, New York State Equal Pay Act ("NYSEPA"))

153. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

154. During Ms. Weeks's employment, PointsBet required her to perform the same role as other male employees, requiring equal skill, effort, and responsibility under similar working conditions, and paid Ms. Weeks at a rate of pay, including salary, less than such male employees.

155. PointsBet engaged in patterns, practices, and/or policies of employment which discriminate against Ms. Weeks on the basis of her sex by paying Ms. Weeks a lesser rate of pay than to male employees performing substantially similar work under similar working conditions.

156. As set forth above, PointsBet's actions in paying Ms. Weeks less than her similarly situated male colleagues was willful such that she is entitled to 300% liquidated damages.

157. As a result of PointsBet's unlawful and discriminatory conduct in violation of the NYSEPA, Ms. Weeks is entitled to monetary damages, liquidated damages, costs, and attorneys' fees.

AS AND FOR A THIRD CAUSE OF ACTION
(Sexual Harassment and Gender Discrimination Under NYCHRL)

158. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

159. Plaintiff is in a protected class and was an “employee” within the meaning of the NYCHRL.

160. Defendant was Plaintiff’s “employer” within the meaning of the NYCHRL.

161. Defendant discriminated against Plaintiff on the basis of her gender in violation of the NYCHRL by subjecting Plaintiff to disparate treatment based upon her gender, including but not limited to, subjecting her to sexual harassment and a hostile work environment and failing to adequately investigate and/or take remedial actions to address her complaints of sexual harassment and discrimination.

162. The sexual harassment and a hostile work environment Plaintiff was subjected to on the basis of her gender caused her to be treated “less well” than other employees. *See Williams v. New York City Hous. Auth.*, 61 A.D. 3d 62, 78 (2009).

163. As a direct and proximate result of Defendant’s unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm for which she is entitled to an award of monetary damages and relief.

164. As a direct and proximate result of Defendant’s unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, social anxiety, humiliation, sleep paralysis, embarrassment, stress, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for this she is entitled to an award of monetary damages and other relief.

165. Defendant’s unlawful and discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Plaintiff’s rights under the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

166. Defendant is strictly liable for the discriminatory conduct because Mr. DiNardo, one of the individuals responsible for the discriminatory conduct, exercised managerial or supervisory responsibility over Plaintiff.

167. As for the discriminatory conduct of non-employees, Defendant is further liable because they knew or should have known about the sexual harassment and discriminatory hostile work environment created by non-employees and failed to take immediate and/or appropriate corrective action.

AS AD FOR A FORTH CAUSE OF ACTION
(Sexual Harassment and Gender Discrimination Under NYSHRL)

168. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

169. Plaintiff is in a protected class and was an “employee” within the meaning of Article 15 of the NYSHRL.

170. Defendant was Plaintiff’s “employer” within the meaning of Article 15 of the NYSHRL.

171. Defendants have discriminated against Plaintiff on the basis of her gender in violation of the NYSHRL by **subjecting Plaintiff to disparate treatment based on her gender including, but not limited to, subjecting her to sexual harassment and a hostile work environment and failing to adequately investigate and/or take remedial actions to address her complaints of sexual harassment and discrimination.**

172. Plaintiff was subjected to inferior terms, conditions and/or privileges of employment because of her gender. N.Y. Exec. Law § 296(1)(h); *see also Delo v. Paul Taylor Dance Found., Inc.*, No. 22-CV-9416 (RA), 2023 WL 4883337, at *6 (S.D.N.Y. Aug. 1, 2023) (the effect of the 2019 amendment to the NYSHRL was “to render the standard for claims under the NYSHRL closer to the standard under the NYCHRL).

173. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violations of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm for which she is entitled to an award of monetary damages and other relief.

174. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including but not limited to, social anxiety, humiliation, embarrassment, stress, sleep paralysis, loss of self-esteem and self-confidence, as well as emotional pain and suffering, for this she is entitled to an award of monetary damages and other relief.

175. Defendant's unlawful and discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under the NYSHRL for which Plaintiff is entitled to an award of punitive damages.

176. Defendant is liable for the discriminatory conduct because Mr. DiNardo, the individual responsible for the discriminatory conduct, exercised managerial or supervisory responsibility over Plaintiff.

177. As for the discriminatory conduct of non-employees, Defendant is further liable because they knew or should have known about the sexual harassment and discriminatory hostile work environment created by non-employees and failed to take immediate and/or appropriate corrective action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendant, containing the following relief:

- A. A declaratory judgment that the actions, conduct and practices of Defendant complained of herein violate the laws of the United States and the State of New York;

- B. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for all monetary and/or economic damages, including back pay, front pay, and pay differential;
- C. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for her mental anguish and emotional distress, humiliation, embarrassment, stress, social anxiety, sleep deprivation, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical and mental injuries;
- D. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for harm to her professional and personal reputations and loss of career fulfillment;
- E. An award of punitive damages;
- F. An award of liquidated damages under the EPA and NYSEPA;
- G. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorneys' fees to the fullest extent permitted by law; and
- H. Such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury of all issues in this action that are so triable.

Dated: September 15, 2023
New York, New York

A handwritten signature in black ink that reads "Rachel Haskell". The signature is written in a cursive style with a large initial "R". A horizontal line is drawn across the page just below the signature.

Rachel Haskell

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