

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

.....X

JOY VIDA JONES, ESQ.,

Plaintiff,

- against -

LANDRY’S, INC., PALM MANAGEMENT CORP.,
and JUST ONE MORE RESTAURANT CORP.,

Defendants.

.....X

Case No. 1: 23-cv-09920-GHW-JW

AMENDED COMPLAINT

**PLAINTIFF DEMANDS A TRIAL BY
JURY**

Plaintiff, Joy Vida Jones, Esq. (“Plaintiff” or “Ms. Jones”), by her attorneys, Filippatos PLLC hereby complains of Defendants, Landry’s, Inc., Palm Management Corp. and Just One More Restaurant Corp., (altogether “Defendants” or the “Companies”), upon personal knowledge, as well as information and belief, by alleging and averring as follows:

NATURE OF THE CASE

1. Plaintiff, Joy Vida Jones, Esq. (“Ms. Jones”) is an African American woman with enormous heart and immense courage, who seeks to hold her former employer accountable for violating federal law by discriminating against her because of her race and/or color and retaliating against her for engaging in protected activity.

2. Specifically, Ms. Jones brings this action alleging that Defendants have violated Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“Section 1981”) and the common law of contracts.

3. Plaintiff seeks damages, as well as injunctive and declaratory relief, to redress the injuries she has suffered – physical, emotional, and pecuniary – as a result of being discriminated and retaliated against by her employer on the basis of her race (African American) and color (Black), and for its breach

of her employment contract and its implied covenant of good faith and fair dealing.

JURISDICTION, VENUE, AND PROCEDURAL PREREQUISITES

4. Jurisdiction of this Court is proper under 28 U.S.C. §§ 1331, 1332, and 1343.

5. The Court has supplemental jurisdiction over the claims brought by Ms. Jones under state law pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as one or more of the Defendants reside within the Southern District of New York, or the acts complained of occurred therein.

THE PARTIES

7. At all times relevant hereto, Plaintiff is and has been a resident of the State and County of New York.

8. Plaintiff is African American.

9. Plaintiff is a citizen of the United States of America.

10. At all times relevant hereto, Defendant Landry's is a privately held corporation duly existing pursuant to, and by virtue of, the laws of the State of Texas, with its headquarters at 1510 West Loop South, Houston, Texas 77027.

11. At all times relevant hereto, Defendant Palm Management is a corporation organized and existing under the laws of the State of New York.

12. At all times relevant hereto, Defendant Just One is a corporation organized and existing under the laws of the State of New York, with offices, upon information and belief, at 837 Second Avenue, New York, NY. Upon information and belief, Just One owns and licenses the use of the Palm name, trademarks, and other intellectual property.

13. Defendants Landry's, Palm Management, and Just One are collectively referred to herein as "Defendants."

MATERIAL FACTS

I. Ms. Jones's Professional Background

14. Prior to joining the Palm as General Counsel in July 2012, Ms. Jones had firmly established herself in the legal industry.

15. By way of example only, Ms. Jones was hired as an associate attorney at the law firm Roger & Wells, LLP ("Roger & Wells") in 1983 and, through her hard work and dedication, shattered glass ceilings, and earned a promotion to partner in 1985, when she became the first and (at that time) only Black partner at Roger & Wells, where she specialized in real property law, asset-based financing, municipal financing, and legislative lobbying matters.

16. In 1983, Ms. Jones began representing the Palm as outside counsel in connection with its real estate transactions, including drafting and reviewing lease agreements related to the Palm brand.

17. Walter J. Ganzi (Wally) and Bruce Bozzi, the former owners of the Palm, routinely praised Ms. Jones for her work on the Palm's real estate matters and, eventually, Ms. Jones became the go-to attorney for all matters related to the Palm.

18. By the late 1980s, Ms. Jones had become the billing partner at Roger & Wells in connection with the firm's representation of the Palm. In that role, Ms. Jones supervised all attorneys' work related to the Palm.

II. Ms. Jones's Employment with the Palm

19. In 2012, based on the high-quality work that Ms. Jones performed for the Palm, Mr. Ganzi recruited her to join the Palm as its General Counsel.

20. Mr. Ganzi understood that Ms. Jones would add value to the Palm immediately as its General Counsel based on her extensive experience representing the Palm for over 29 years.

21. On or about July 1, 2012, after a months' long effort by the Palm to recruit her, Ms. Jones agreed to join Palm Management as its General Counsel.

22. Ms. Jones and the Palm then entered into a two-year contract, dated July 1, 2012 (the “Employment Agreement”). Ex. 1. The Employment Agreement states that:

2. EMPLOYMENT TERM. The Company agrees to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to be so employed, for a term of two years (the “Term”) commencing on July 1, 2012 (the “Effective Date”). Following the expiration of the Term, this Agreement can be extended in the Company’s sole discretion on a month to month basis. This Agreement shall terminate at the end of the Term unless expressly extended by the Company.

Ex. 1 at pp. 1-2.

23. After joining Palm Management in July 2012, Ms. Jones continued to handle Palm Management’s real estate matters as well as taking on other responsibilities typically associated with the title of General Counsel, including advising on potential and active litigation involving the Palm’s employees, drafting corporate documents such as handbooks, reviewing and drafting licensing agreements related to the Palm brand, and interfacing with various outside counsel on all types of matters.

24. Ms. Jones also undertook personal legal work for Mr. Ganzi and Mr. Bozzi as part of her employment. Throughout her employment, Ms. Jones’s performance at the Palm was stellar and she was repeatedly recognized for her hard work and dedication.

25. As a part of her job as General Counsel for Palm Management, Ms. Jones continued to perform legal work for Just One and individual Palm restaurants. Ms. Jones also oversaw all litigation against Just One and certain individual Palm restaurants, including litigation against Palm Restaurant Inc., which owns the West Side Palm location.

26. Additionally, Ms. Jones supervised outside counsel with registering the Palm trademark for Just One and filed several trademark renewal applications during her employment with the Palm.

27. All of the work that Ms. Jones performed for Just One and certain individual Palm restaurants was mandated by Messrs. Ganzi and Bozzi, and Ms. Jones reported to them on all matters

pertaining to Just One and certain individual Palm restaurants.

28. In July 2014, the initial two-year term stated in the Employment Agreement ended and the Palm extended the Employment Agreement on a month-to-month basis until Ms. Jones was terminated without cause or explanation on March 13, 2020.

29. Indeed, the Palm manifested its intention to extend the Employment Agreement through its continued adherence to the terms stated therein.

30. By way of example only, the Employment Agreement includes, *inter alia*, the following provisions:

- “During the Employment Term (as defined in Section 2 hereof), the Executive shall serve as General Counsel of the Company. The Executive shall report to the President/CEO and Owners of the Company. The Executive shall have such duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies, and such other duties, authorities and responsibilities as the President/CEO and Owners of the Company shall designate from time to time that are consistent with the Executive’s position as General Counsel ...”
- “The Executive shall have a seat on the Board of Directors as of the Effective Date...The Executive’s office shall be in New York, New York, provided that the Executive shall be required to travel from time to time on Company business, as necessary, in order to perform her duties hereunder.”
- “The Company agrees to pay the Executive a base salary at an annual rate of \$300,000 payable semi-monthly during the Employment Term in accordance with the regular payroll practices of the Company, but not less frequently than monthly.”
- “The Executive shall be entitled to participate in any employee benefit plan (including major medical and dental, 401(k) retirement savings, short-term and long-term disability plans and programs, and the Palm Appreciation Plan) that the Company has adopted or may adopt or maintain for the benefit of its senior executives at a level commensurate with the Executive’s position, subject to payment of normal employee contributions and satisfaction of any applicable eligibility requirements.”

- “The Executive shall be entitled to reasonable paid vacation given her level of seniority and as enjoyed by senior executives in the Company.”
- “Upon presentation of appropriate documentation in a timely manner, the Executive shall be reimbursed in accordance with the Company’s expense reimbursement policy, for all reasonable and necessary business and entertainment expenses incurred in connection with the performance of the Executive’s duties hereunder.”
- “During the Employment Term, the Executive shall be eligible to receive a car allowance of \$500 per month to be applied against her automobile expense and related expenses in accordance with the Company’s policy regarding car allowances.”

Ex. 1.

31. When the initial two-year term of the Employment Agreement expired, Palm Management continued to perform all the above terms and conditions and more.

32. Indeed, at all times during Ms. Jones’s employment with Palm Management as General Counsel, she reported to Palm board members, including Mr. Ganzi and Mr. Bozzi. As a practical matter, on a day to day basis, John Bettin (a former Chief Executive Officer of Palm Management), Jens Baake (the Palm’s Chief Operating Officer (“COO”) from July 2018 to January 2020) and thereafter James Hamilton (upon information and belief, Palm Management’s current COO) had the authority to direct the operations of the Palm and therefore directed certain of Ms. Jones work.

33. Further, after July 2014, Ms. Jones continued to partake in daily 8:00am calls with Mr. Ganzi to discuss her workload for the day as well as other matters relating to operation of The Palm. These meetings continued unabated [with his successors].?????

34. Ms. Jones also continued to serve as a member of the Board of Directors, beyond the supposed July 2014 end date, until Palm Management unlawfully terminated her employment on March 13, 2020.

35. Additionally, Palm Management continued to pay her \$300,000 salary semimonthly in the

same manner and method as set forth in the contract, provided her with health care coverage, long-term insurance, and other medical benefits, reimbursed her for business expenses, provided her with a car allowance and provided her with paid vacation.

36. Therefore, it is clear that the Palm and Ms. Jones were bound by the terms of her Employment Agreement throughout the duration of her employment with Palm Management irrespective of whether there was ever a formal, written renewal of the contract, which would have been completely superfluous and unnecessary given the parties' subsequent years'-long behavior and daily ratification of the contract.

III. The Palm Breaches Ms. Jones's Employment Agreement

37. As stated above, on March 13, 2020, Palm Management terminated Ms. Jones's employment without cause. Under the Employment Agreement, "cause" is specifically defined to mean:

(i) The Executive's willful failure or refusal to substantially perform the Executive's duties to the Company; provided, however, that the Company must first deliver to the Executive a written demand for substantial performance which specifically identifies the manner in which the Company believes that the Executive has not substantially performed Executive's duties and allow the Executive a period of no less than thirty (30) days thereafter within which to correct any such failure to substantially perform Executive's duties. The Company shall be the final arbiter as to whether such deficiencies have been satisfactorily corrected] [*sic*];

(ii) The Executive's gross negligence or willful misconduct (including, but not limited to, acts of fraud, criminal activity, professional misconduct, dishonesty, or breach of trust or fiduciary duty) in connection with the performance or the Executive's duties and responsibilities to the Company or with regard to the Company or its assets;

(iii) The Executive's indictment for, conviction of, or plea of guilty or nolo contendere to, a felony or other crime involving fraud, dishonesty or moral turpitude; or

(iv) The Executive's breach of this Agreement or any other agreement with the Company, or the Executive's violation of any written policy of the Company which is injurious to the Company.

Ex. 1 at pp. 3-4.

38. Ms. Jones has not engaged, nor has Palm Management ever accused her of engaging, in any conduct that constitutes “cause” under the Employment Agreement.

39. Palm Management also never provided Ms. Jones with any notice or warning concerning any performance-related issues.

40. Therefore, it is clear that Ms. Jones was not terminated for cause.

41. Since Ms. Jones was not terminated for cause, she is entitled to certain compensation pursuant to the Employment Agreement.

42. Under section 7(d) of the Employment Agreement, titled “Termination by Company Without Cause,” the Palm is required to provide Ms. Jones with:

- (i) the Accrued Benefits; and
- (ii) subject to the Executive’s compliance with the obligations in Section 9, 10 and 11 hereof, an amount equal to the remaining salary the Executive would have received the end of the Initial Term, or three (3) months’ salary, whichever is greater, and which shall be paid on the same pay cycle, whichever is greater, and which shall be paid on the same pay cycle as paid in the normal course of business; and
- (iii) subject to (A) the Executive’s timely election of continuation under COBRA, if applicable and (B) the Executive’s continued copayment of premiums at the same level and cost to the Company as prior to such termination and (C) the Executive’s compliance with the obligations of Section 9, 10 and 11 hereof, continuation of the health care insurance benefits accruing to the Executive prior to termination until the Executive is eligible for Medicare (the “Continuing Benefits”).

Ex. 1 at pp. 4-5.

43. The Employment Agreement provides that the term “Accrued Benefits” means “any unpaid Base Salary through the date of termination, which shall be paid on the same pay cycle as paid in the normal course of business” and “reimbursement for any unreimbursed business expenses incurred through the date of termination.” Ex. 1 at p. 4.

44. In addition, though it accepted the immense contributions and valuable benefits of her work during the aforementioned periods, the Palm failed to pay Ms. Jones her salary for the months of July 2019, September 2019, and March 2020 because of alleged financial difficulties resulting from litigation involving the Palm, Just One and certain individual Palm restaurants, *i.e.*, through no fault of Ms. Jones's.

45. Subsequently, a trustee related to the Palm's bankruptcy filing repaid Ms. Jones for a half month's salary, but the Palm still owes Ms. Jones at least two and a half months' worth of back pay .

46. Also, since the Palm terminated Ms. Jones without cause on March 13, 2020, Ms. Jones is entitled to three months of her base salary and the reimbursement of any unpaid expenses and value of the "Continued Benefits" as defined in the contract.

47. However, the Palm has unlawfully failed to provide Ms. Jones with any of the above-referenced compensation.

IV. The Palm Discriminates Against Ms. Jones on the Basis of Her Race and Begins to Push Her Out

48. Moreover, in January of 2018, Ms. Jones received the devastating diagnosis that she had stage four lung cancer. Ms. Jones immediately began treatment for her cancer, and fortunately has not suffered from any debilitating side effects from such treatment. Thus, Ms. Jones was determined to continue performing her job duties as General Counsel for the Palm, which she was fully capable of doing with the reasonable accommodation of being allowed sufficient time off to pursue her cancer treatment.

49. Soon after her diagnosis, Ms. Jones disclosed her illness to Mr. Ganzi – a cancer survivor, himself – to which Mr. Ganzi callously told her that her cancer is "more difficult for me than it is for you."

50. Indeed, Ms. Jones would later learn that Messrs. Ganzi and Bozzi, as well as the rest of the Palm's all-White male leadership, were not at all concerned about Ms. Jones's health, but instead

cared only about the Palm's bottom line.

51. Rather than stand by an employee who was suffering from a terrible, life-threatening disease, Mr. Ganzi, as well as certain of the Palm's other White executives, began plotting to diminish Ms. Jones's job responsibilities and force her out of the Palm.

52. Upon information and belief, the Palm has dealt in the past with several other (non-Black) employees who were suffering from similar cancer diagnoses, but treated Ms. Jones differently, under similar circumstances, based solely on her race.

53. In February 2018, as part of his plan to force Ms. Jones from the Palm, Mr. Ganzi asked Ms. Jones's colleagues to provide him with a list of all assignments that they were working on with her and identify any outside attorney who was assisting with those assignments.

54. Mr. Ganzi also mandated that, going forward, employees direct all legal issues related to the Palm to him, not Ms. Jones.

55. Further, Mr. Ganzi outrageously began telling employees and C-suite executives that Ms. Jones should not be involved with the Palm's legal work because she was "going to die."

56. Despite all of these efforts to push her out of the Palm and the Palm's terrible treatment of her, Ms. Jones persisted and continued to perform her job at the highest level.

57. Shockingly, in March 2018, Mr. Ganzi and Jim Longo, the Palm's Chief Financial Officer and also a white male, drafted and sent a letter to numerous outside attorneys that the Palm regularly retained, which stated:

THE UNDERSIGNED, James M. Sack¹, the principal of The Sack Law Firm P.C. based in McLean, Virginia has been asked by the Palm Management Corporation and its affiliates (collectively, the "Palm") to assist the Palm in multiple pending and future legal matters arising from the current illness of the Palm's General Counsel, Joy Jones ("Joy"). Until

¹ Unsurprisingly, Mr. Sack is also a white man.

Joy has recovered from these medical issues, the undersigned shall be serving in an interim capacity to manage the legal affairs of the Palm in a manner substantially equivalent to Joy's role as General Counsel. This role has been acknowledged and confirmed by the Palm as evidenced by the executed concurrence of James A. Longo, Vice President and Chief Financial Officer. Should there be any questions, Mr. Longo should be contacted at 202-775-9170.

58. Neither Mr. Ganzi nor Mr. Longo conferred with Ms. Jones before sending this letter; nevertheless, Mr. Ganzi and Mr. Longo's letter outrageously called into question Ms. Jones's ability to perform her job responsibilities as General Counsel even though she continued to perform at a high level.

59. Upon information and belief, the Palm has never before or since transmitted such a letter in reference to any one of its non-Black employees who needed or may have needed interim coverage for health or any other reasons.

V. The Palm Continues to Discriminate Against Ms. Jones and Retaliates Against Her After She Engages in Protected Activity, Ultimately Terminating Her Employment

60. In April 2018, Ms. Jones became aware of Mr. Ganzi and Mr. Longo's discriminatory letter to the Palm's outside counsel.

61. Soon after learning of the letter, Ms. Jones complained to Mr. Ganzi that, to the contrary, she was capable of (and had been) performing her job responsibilities as General Counsel and that the letter had damaged her professional reputation and impeded her ability to perform her job effectively.

62. Thus, Ms. Jones asked that the letter be retracted. However, the damage was done, and it was clear that Mr. Ganzi and the Palm had no intention of retaining Ms. Jones.

63. Indeed, as subsequent events made apparent, the Palm and Mr. Ganzi had every intention to sideline Ms. Jones and force her from the Palm.

64. While some job responsibilities were returned to Ms. Jones, over the next several months, Messrs. Ganzi continued to exclude her from work meetings and events that she typically would attend as the Palm's General Counsel and Mr. Sack continued to perform legal work that typically would be

handled by Ms. Jones, effectively replacing Ms. Jones with a white male.

65. Additionally, around July 2018, the Palm hired Mr. Baake, another white male, as COO and, soon thereafter, Mr. Baake also began excluding Ms. Jones from work meetings and events.

66. Subsequently, James Hamilton, the Palm's current COO and another white male, was hired as Mr. Baake's "second in command" and also participated in the discrimination against Ms. Jones by sidelining and excluding her.

67. Upon information and belief, none of the Palm's non-Black employees were ever similarly excluded from such meetings and events that were indeed highly relevant to their work for any reason, including the fact that they needed or may have needed interim coverage for health or any other reasons.

68. In September 2018, the Palm held its traditional Managers Meeting retreat in Orlando, Florida, which was attended by Mr. Ganzi, Mr. Bozzi, and the all White C-Suite executives for the Palm, including Mr. Baake and Mr. Hamilton.

69. However, throughout the duration of the retreat, Ms. Jones was treated differently than in previous years by Mr. Baake and Mr. Hamilton.

70. By way of example only, Ms. Jones, the Palm's General Counsel, was not asked to present at the retreat as she had in previous years. Instead, a presentation titled "Employment/Legal" was made by Rosemarie Whitelocke, the Palm's Director of Human Resources. In other words, the Palm was humiliatingly reassigning Ms. Jones's legal-related work and opportunities to gain visibility to non-attorney.

71. Following this, Ms. Jones complained to Mr. Baake and Ms. Whitelocke about having her typical duty and responsibility of presenting on the Palm's legal affairs taken away from her.

72. However, Mr. Baake and Ms. Whitelocke claimed that they had no responsibility in determining who presented, even though Mr. Baake had organized and managed the retreat that year.

73. Further, Mr. Ganzi not only sought to exclude Ms. Jones from her work responsibilities,

but he also isolated Ms. Jones at social gatherings during the retreat. By way of example only, Mr. Ganzi disinvited her from sitting with him throughout the retreat and specifically told Ms. Jones that she was not welcome to sit at his table. This was in stark contrast to his welcoming behavior and positive interactions towards Ms. Jones at previous retreats.

74. On one occasion, Mr. Ganzi excluded Ms. Jones from a work lunch with employees from Loews Hotel & Co. (“Loews”), even though the Palm was in the middle of negotiations with Loews to lease retail space at a new Loews Kansas City hotel and Ms. Jones had previously drafted and negotiated similar agreements with Loews.

75. Indeed, in October 2018, Mr. Ganzi informed Ms. Jones that the Palm would be leasing retail space at the Loews Kansas City hotel and explicitly stated to Ms. Jones that she would not be involved with the Kansas City leasing agreement and that he and the Palm’s outside counsel, Mr. Sack, would handle that deal, yet again shifting another one of her critical responsibilities to a white individual, resulting in her further marginalization.

76. Then, in December 2018, the Palm was in the process of finalizing the leasing agreement between Loews and the entity the Palm established for the Kansas City restaurant.

77. Ms. Jones expressed concerns to Mr. Baake that there could be issues with the agreement. Messrs. Ganzi and Baake, albeit reluctantly, agreed to allow Ms. Jones to review the agreement because of her substantial experience with similar agreements and his fear that a problem with the agreement could hurt the Palm financially.

78. After receiving the draft leasing agreement, Ms. Jones identified several issues with the agreement, including that the Palm and Loews had failed to account for how long it would take for the new restaurant in Kansas City to obtain its liquor license.

79. Without editing the agreement to include more time for it to acquire a liquor license, the new restaurant could have incurred hundreds of thousands dollars in rent payments without being able to

generate any revenue from liquor sales, which would have resulted in a substantial loss for the Palm.

80. Ms. Jones brought her concerns to the attention of Mr. Sack. However, after Mr. Ganzi was informed that Ms. Jones had raised issues with the Loews leasing agreement to Mr. Sack, he ordered Ms. Jones not to interfere with Mr. Sack's work and that Mr. Sack was now handling some of the Palm's legal work, yet again marginalizing her in favor of a clearly inferior performing white individual.

81. In January 2019, during a meeting of the Executive Committee of the Palm Board, Messrs. Baake and Hamilton presented on the possibility of bringing back the "Old Palm" brand, which would initially be launched at the Palm, Too location and then across the rest of the individual restaurants.

82. Apparently, a team of people had been working on this concept for months; including the temporary installation of an elaborate recreation of the "Original Palm" at Palm, Too for a dinner to be held the same day as Messrs. Baake and Hamilton's presentation to the Executive Committee.

83. Through conversations with her colleagues, it became clear to Ms. Jones that most senior-level Palm employees, all predominantly White, from around the country were invited to New York for the presentation and dinner.

84. Despite still being a Board member and holding the title of General Counsel, Ms. Jones was, incredibly, not invited to attend the meeting.

85. At that time, Ms. Jones complained to Mr. Baake that he and Mr. Hamilton were excluding the only African American Board member from this highly consequential meeting and dinner, further diminishing her in the eyes of the Palm's most high-ranking employees and Board members.

86. Mr. Baake responded that Ms. Jones was not being excluded because she was Black but, tellingly, offered no other justification for why she was not invited.

87. Moreover, mere hours after Ms. Jones's race discrimination complaint, as if to further and deliberately insult and mock Ms. Jones, Mr. Baake invited Ms. Whitelocke, who was the only other African American member of the Palm's Senior Management but had not been previously asked to attend

the dinner.

88. Clearly, Mr. Baake understood that the lack of diversity at the dinner and Ms. Jones's complaint were a problem for the Palm and invited Ms. Whitelocke so that he could say that a person of color had attended.

89. While Messrs. Baake and Hamilton presented to the Executive Committee, Ms. Jones called Mr. Ganzi to complain about Mr. Baake and Mr. Hamilton excluding her from the dinner and told him that she did not understand why the Palm's General Counsel and Board member would not be invited. She once again complained that she was being excluded because of her race.

90. Rather than address Ms. Jones's legitimate complaint of race discrimination, Mr. Ganzi told Ms. Jones that Mr. Baake was in charge of the dinner and that he would not overrule the decision to exclude her. When Ms. Jones persisted, Mr. Ganzi told Ms. Jones that she "should just let it go."

91. The next day, Ms. Jones spoke to Mr. Victor Ganzi a member of the Board of Directors, who admitted that there was no reason for excluding her from the dinner. Nevertheless, at no point was any investigation into the circumstances of her exclusion by Mr. Ganzi and Mr. Hamilton launched, nor was Human Resources made aware of Plaintiff's complaint of disparate treatment on the basis of her race.

92. The following month, in February 2019, Ms. Jones met with Mr. Baake in Washington D.C. and yet again raised her complaints that she had been excluded from numerous work assignments and meetings that were important for her to attend as General Counsel.

93. Mr. Baake admitted that he was wrong for excluding Ms. Jones and apologized to her. Mr. Baake also claimed that he would work to "improve his relationship" with Ms. Jones.

94. In January 2020, Mr. Baake resigned as COO of Palm Management and Mr. Hamilton was promoted to COO while also taking on the role of Palm Management's de facto CEO.

95. Regrettably, Mr. Hamilton picked up right where Mr. Baake left off and continued to exclude Ms. Jones from important work meetings and events, while simultaneously brokering a deal with

Landry's Inc. to acquire Palm Management. Upon information and belief, Mr. Hamilton, as Mr. Baake's next in line worked hand in hand with him prior to replacing him and was aware of Ms. Jones' many complaints.

96. Mr. Hamilton had previously worked as a Property Manager for Landry's from 2000 to 2010 and had maintained relationships with former Landry's colleagues and Landry's' leadership.

97. In early March 2020, Messrs. Ganzi and Bozzi filed for personal bankruptcy and Landry's emerged as a potential buyer of their interests in the Palm.

98. Mr. Hamilton excluded Ms. Jones from presentations to potential buyers of Messrs. Ganzi's and Bozzi's interests in the Palm, including Landry's, even though there was likely no one with as much institutional knowledge of the Palm's business still around.

99. In fact, the law firm hired by Messrs. Ganzi's and Bozzi's trustee in bankruptcy to negotiate the sale on its behalf ultimately requested that Ms. Jones forgo a planned vacation so that she was available to help finalize the sale, proving how critical and valuable she was.

100. Despite enduring the discriminatory and retaliatory treatment to which she had been subjected by Mr. Hamilton, Ms. Jones, the consummate professional and team player, agreed to help with the sale.

101. In connection with the sale, the Palm provided certain executives, including Mr. Hamilton, with additional compensation for their work.

102. However, true to form, the Palm did not provide Ms. Jones with any additional compensation, even though there might not have been another executive who was as critical as her in closing out the deal.

103. On March 9, 2020, the bankruptcy sale of the Palm to Landry's was approved, and Mr. Hamilton, a white male, was retained as COO.

104. Contemporaneously, on March 12, 2020, Landry's Director of Legal Affairs, Jeannette

McKay, who is also white, provided Ms. Jones with a termination letter stating:

Dear Ms. Jones,

It is my understanding that you provided advice and other legal work for the Palm Restaurants. I am in-house counsel for Landry's and its affiliated companies, which as you know now includes that Palm. All work currently being performed by you for the Company should be transferred to me at this time. Please provide me with a list of any litigation that you are managing and contact for local counsel, where applicable.

While we appreciate your prior service, other than the transfer of any ongoing issues to my attention, which should be finalized by the end of the day tomorrow, your services are terminated effective immediately. If you wish to discuss any current litigation, please feel free to reach me at 713-386-8016.

We wish you all the best in your future endeavors.

105. In other words, Ms. Jones was once again replaced by a white individual, this time by Landry's, which had just retained Mr. Hamilton who was knowledgeable about Ms. Jones' protected activity, as COO.

106. Ms. Jones was one of only four Palm Management employees terminated after Landry's acquisition.

107. Moreover, out of the four Palm Management employees terminated, Ms. Jones was the only Black employee, and the only employee who was not offered a severance package. Rather, Ms. Jones's non-Black counterparts, including Brian McCardle, Head Chef, received a significant payout from Landry's.

108. Upon information and belief, Mr. Hamilton used the acquisition of the Palm by Landry's, with Landry's' obvious knowledge and consent, as a pretextual justification to terminate Ms. Jones because she is Black and engaged in protected activity by complaining about her disparate treatment by him, amongst others, on the basis of her race.

109. Thus, Mr. Hamilton and the Palm not only cruelly and inexplicably cast Ms. Jones aside even though she was still battling lung cancer and had gone above and beyond to help the Palm navigate

bankruptcy as well as its sale to Landry's – but, worse, they also flagrantly disregarded their responsibility under the law to take seriously and investigate Ms. Jones's complaints of race discrimination and instead retaliated against her by terminating her employment.

**AS A FIRST CAUSE OF ACTION FOR
DISCRIMINATION UNDER 42 U.S.C. SECTION 1981
*(Against All Defendants)***

110. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

111. Pursuant to 42 U.S.C. § 1981: “All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.”

112. Defendants engaged in unlawful employment practices prohibited by 42 U.S.C. § 1981, by discriminating against Plaintiff because of her race (African American) and color (Black).

113. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including but not limited to economic and pecuniary losses; severe emotional, psychological and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

114. Accordingly, as a result of the unlawful conduct of Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

**AS A SECOND CAUSE OF ACTION FOR
RETALIATION UNDER 42 U.S.C. SECTION 1981
*(Against All Defendants)***

115. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

116. Pursuant to 42 U.S.C. § 1981: “All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.”

117. Defendants engaged in unlawful employment practices prohibited by 42 U.S.C. § 1981, by retaliating against Plaintiff because of her protected activity, or complaints made to multiple superiors on the basis of her race (African American) and color (Black).

118. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including but not limited to economic and pecuniary losses; severe emotional, psychological and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

119. Accordingly, as a result of the unlawful conduct of Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

**AS A THIRD CAUSE OF ACTION FOR
BREACH OF CONTRACT
*(Against All Defendants)***

120. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

121. Plaintiff entered into a legally cognizable agreement of employment with Defendant Palm Management Corp., after negotiating at arms' length and reaching a meeting of the minds as to scope, term, and sufficient consideration, only to suffer Defendant Palm Management Corp.'s breach of the employment agreement by means of her unlawful and without cause termination.

122. Under the terms of the employment agreement, Palm Management Corp. may only terminate Plaintiff for “cause,” a term which is well-defined in the contract.

123. Ms. Jones has not engaged, nor has Palm Management ever accused her of engaging, in any conduct that constitutes “cause” under the Employment Agreement.

124. Therefore, Defendant Palm Management Corp. engaged in a material breach of the Employment Agreement when its successor-in-interest, Defendant LANDRY’S sent Plaintiff a termination letter on March 12, 2020, and by not paying her three months’ salary.

125. Accordingly, as a result of Defendant Palm Management Corp.’s unlawful conduct, Plaintiff has suffered damages that proximately flow from Defendant PALM MANAGEMENT CORP.’s breach in an amount to be determined at trial.

**AS A FOURTH CAUSE OF ACTION FOR
BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
(Against Defendants Palm Management Corp. and Landry’s Inc.)

126. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

127. Defendant Palm Management Corp. through its agent James Hamilton, and LANDRY’S INC. deliberately terminated Plaintiff without cause and prevented her from receiving the benefits of the parties’ agreement, including, but not limited to, unpaid salary and an additional three months’ salary as severance.

128. Defendants acted in bad faith or with improper motive to destroy or injure the right of Plaintiff to receive the benefits or reasonable expectations of the parties’ contract.

129. As a direct and proximate result of Defendant Palm Management Corp.’s unlawful conduct, Plaintiff has suffered and continues to suffer harm for which she is entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys’ fees and expenses.

WHEREFORE, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in, and enjoining Defendants from continuing to

engage in, unlawful conduct prohibited by Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981, and the common law of the State of New York.

B. Awarding damages to Plaintiff for denial of equal pay and bonuses resulting from Defendants' unlawful discrimination, retaliation, and breach of contract and to otherwise make her whole for any losses suffered as a result of such unlawful practices;

C. Awarding Plaintiff compensatory damages for mental, emotional and physical injury, distress, pain and suffering and injury to her reputation in an amount to be proven at trial;

D. Awarding Plaintiff punitive damages;

E. Awarding Plaintiff attorneys' fees, costs, disbursements, and expenses incurred in the prosecution of this action; and

F. Awarding Plaintiff such other and further relief as the Court may deem equitable, just and proper to remedy the Defendants' unlawful practices against her.

JURY DEMAND

Plaintiff requests a jury trial on all issues to be tried.

Dated: April 26, 2024
White Plains, New York

Respectfully submitted,

FILIPPATOS PLLC



By: _____

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