

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.:
Date Purchased:

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KRISTINA WELSH,

Plaintiff,

-against-

Plaintiff designates Bronx
County as the place of venue.
The basis of venue is CPLR
504(3), the county in which
the cause of action arose.

EUGENIO MARIA DE HOSTOS COMMUNITY
COLLEGE; THE CITY UNIVERSITY OF NEW
YORK; and JULIO CENTENO,

Defendants.


SUMMONS

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To the above-named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for relief demanded in the complaint.

Dated: Chappaqua, New York
October 18, 2023

LAW OFFICE OF TODD J. KROUNER, P.C.



By: Todd J. Krouner
Christopher W. Dennis
Attorneys for Plaintiff
93 North Greeley Avenue
Chappaqua, New York 10514
(914) 238-5800

Defendants' Addresses:

To: EUGENIO MARIA DE HOSTOS COMMUNITY COLLEGE and
THE CITY UNIVERSITY OF NEW YORK
c/o Corporation Counsel for the City of New York
100 Church Street
New York, NY 10007

Julio Centeno
4450 Murdock Ave.
Bronx, NY 10466-1109

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
KRISTINA WELSH,

Plaintiff,

Index No.:

-against-

VERIFIED COMPLAINT

EUGENIO MARIA DE HOSTOS COMMUNITY
COLLEGE; THE CITY UNIVERSITY OF NEW
YORK; and JULIO CENTENO,

Defendants.
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Plaintiff KRISTINA WELSH (“Plaintiff”), by her attorneys, LAW OFFICE OF TODD J. KROUNER, P.C., as and for her Verified Complaint against EUGENIO MARIA DE HOSTOS COMMUNITY COLLEGE (“Hostos”), THE CITY UNIVERSITY OF NEW YORK (“CUNY”), and JULIO CENTENO (“Mr. Centeno”) (collectively, the “Defendants”), alleges upon information and belief as follows:

1. This discrimination and hostile work environment lawsuit arises from Hostos’ and CUNY’s failure to protect their female employees from a known sexual harasser, Mr. Centeno. Plaintiff was repeatedly sexually assaulted and harassed by Mr. Centeno. Hostos and/or CUNY knew Mr. Centeno had sexually assaulted and harassed multiple women before he sexually assaulted and harassed Plaintiff. However, Hostos and/or CUNY failed to discipline, terminate, or otherwise penalize Mr. Centeno. Rather, Hostos and/or CUNY tolerated, condoned, and/or otherwise permitted Mr. Centeno’s conduct, and failed to take any action to remediate, prevent, or otherwise protect Plaintiff and other female employees at Hostos. As a consequence, Hostos and/or CUNY tacitly condoned, and emboldened, Mr. Centeno’s menacing behavior. Consequently, Plaintiff brings this action against Defendants for sex and gender-based

discrimination and hostile work environment, in violation of the New York State Human Rights Law, Executive Law § 296, et seq. (“NYSHRL”), and the New York City Human Rights Law, Administrative Code of the City of New York § 8-107, et seq. (“NYCHRL”).

PARTIES

2. Plaintiff is a woman who resides at 1 West 137th Street, Apt 5B, New York, NY 10037. From May 2019 through February 2023, Plaintiff was employed by Hostos and/or CUNY as a Custodial Assistant at Hostos.

3. Hostos is a community college located at and about 500 Grand Concourse, Bronx, New York 10451. Hostos is a member college of the CUNY public university system.

4. CUNY is a public university system headquartered at 205 E. 42nd Street, New York, NY 10017. CUNY is comprised of approximately 24 colleges and institutions in and about New York City.

5. Mr. Centeno resides at 4450 Murdock Ave Bronx NY, 10466. In or about May 2019 through August 2023, Mr. Centeno was employed by Hostos and/or CUNY as the Administrative Superintendent in charge of custodial and laborer operations at Hostos. Plaintiff reported to Mr. Centeno during her employment at Hostos.

FACTUAL ALLEGATIONS

6. At all times relevant herein, Defendants, and each of them, were aware that Plaintiff was and is a woman.

7. At all times relevant herein, Plaintiff was employed by Hostos and/or CUNY as a Custodial Assistant with Campus Operations, in the Division of Administration and Finance, at Hostos. At all times relevant herein, Plaintiff was qualified for such position.

8. At all times relevant herein, Mr. Centeno was employed by Hostos and/or CUNY

as the Administrative Superintendent with Campus Operations, in the Division of Administration and Finance, at Hostos.

9. At all times relevant herein, Mr. Centeno was in charge of Custodial and Laborer Operations at Hostos.

10. At all times relevant herein, Plaintiff reported to Mr. Centeno.

11. On multiple occasions, from 2020 through 2022, Mr. Centeno told Plaintiff and/or others that Mr. Centeno was “connected” with senior administrative officials at Hostos, CUNY, and at schools throughout the CUNY school system.

12. On multiple occasions, from 2020 through 2022, Mr. Centeno threatened his subordinates, including Plaintiff, that Mr. Centeno could easily have them fired. Mr. Centeno often said, “I hired you. I’ll fire you.”

13. From in or about August 2020, through in or about July 2022, Mr. Centeno repeatedly sexually assaulted and harassed Plaintiff during the course and scope of their employment with Hostos and/or CUNY.

14. On or about August 10, 2020, Plaintiff was cleaning the Hostos gym in the presence of Mr. Centeno. On this occasion:

- a. Mr. Centeno called Plaintiff over to him.
- b. Mr. Centeno pulled Plaintiff in towards him and started to rub her lower back.
- c. Mr. Centeno then pulled Plaintiff in closer and put his hand on Plaintiff’s breast.
- d. While fondling Plaintiff, Mr. Centeno showed her pictures that she had posted on her Instagram social media page and told her how beautiful she was.

15. On or about January 26, 2021, using his walkie-talkie, Mr. Centeno asked his subordinates to provide him with Plaintiff’s location. On this occasion, Mr. Centeno:

- a. arrived at Plaintiff's location;
 - b. hugged Plaintiff in a sexually inappropriate manner; and
 - c. put his arm around Plaintiff and squeezed her breast as he spoke to her.
16. On another occasion, on or between August 2020 and July 2022, Mr. Centeno showed up to a location where Plaintiff and some of her co-workers were cleaning. On this occasion, Mr. Centeno:
- a. walked Plaintiff into a hallway, where her coworkers could not see;
 - b. hugged Plaintiff in a sexually inappropriate manner;
 - c. kissed Plaintiff on her lips, and
 - d. told Plaintiff to "keep up the good work."
17. On multiple occasions, from 2020 through 2022, Mr. Centeno called Plaintiff into his office. On such occasions, Mr. Centeno:
- a. came from behind his desk and hugged Plaintiff in a sexually inappropriate manner;
 - b. touched Plaintiff in a sexually inappropriate manner;
 - c. put his hand(s) on Plaintiff's breasts;
 - d. put his hand(s) underneath Plaintiff's shirt onto Plaintiff's backside;
 - e. put his mouth close enough to Plaintiff's face that Plaintiff could smell alcohol on his breath; and
 - f. during some of these occasions, Mr. Centeno told Plaintiff that she would make a great supervisor and should consider accepting such a promotion.
18. Plaintiff reasonably understood that Mr. Centeno had offered to give Plaintiff a promotion in pay and/or title in exchange for her submission to acts of a sexual nature.

19. At all times relevant herein, Plaintiff was qualified for a promotion to the supervisor position that Mr. Centeno had offered, but Plaintiff was never promoted.

20. At all times relevant herein, Plaintiff was deterred from independently pursuing a promotion to a supervisor position because it would increase the frequency with which she would have been required to report to and meet with Mr. Centeno. As a result, any such promotion would have subjected Plaintiff to more frequent sexual assaults and harassment by Mr. Centeno.

21. In or about July 2022, Plaintiff was walking to pick up her paystub. On this occasion, Mr. Centeno:

- a. stopped Plaintiff;
- b. took Plaintiff's hand;
- c. pulled Plaintiff in close to his body; and
- d. hugged Plaintiff in a sexually inappropriate manner.

22. The foregoing instances of Mr. Centeno's sexual assault and harassment of Plaintiff are by way of example, and without limitation. Mr. Centeno's sexual assault and harassment of Plaintiff was pervasive.

23. Plaintiff complained about Mr. Centeno's sexual assault and harassment.

24. Thereafter, Mr. Centeno retaliated against Plaintiff for Plaintiff complaining about Mr. Centeno sexually assaulting and harassing Plaintiff. In close temporal proximity to Plaintiff's complaints, Mr. Centeno reported Plaintiff to Hostos' Department of Human Resources for the offense of "clocking out" her co-workers when they were too far from the time clock to do so themselves.

25. As a result of Mr. Centeno's retaliation, Plaintiff was subjected to discipline.

26. On or about December 2, 2022, Plaintiff met with Hostos' Chief Diversity / Title

IX Officer. Plaintiff reported that she was sexually assaulted and harassed by Mr. Centeno, and she requested to be transferred to a different CUNY campus on an emergency basis.

27. On or about December 14, 2022, Plaintiff filed a formal Title IX Complaint. In her complaint, Plaintiff stated, “I just would like to stay anonymous until I can be transferred. I don’t feel safe if this information gets out.”

28. On or about February 15, 2023, Plaintiff was transferred to CUNY’s City College. However, Plaintiff was overcome by fear of Mr. Centeno’s ability to further harm and/or retaliate against her wherever she worked within the CUNY school system.

29. On or about February 22, 2023, Plaintiff was constructively terminated from her employment.

30. On or about August 24, 2023, an adjudication committee comprised of members of the CUNY-wide Sexual Misconduct Panel concluded that Mr. Centeno had committed “Sexual Assault” and “Sexual Harassment” against Plaintiff.

31. Plaintiff was not Mr. Centeno’s first victim. Before Mr. Centeno had sexually assaulted and harassed Plaintiff, Hostos and/or CUNY administrators were informed of multiple incidents where Mr. Centeno was observed and/or accused of sexually assaulting and harassing other female employees at Hostos. Hostos and/or CUNY failed to adequately investigate these prior incidents, failed to adequately discipline Mr. Centeno, and failed to take adequate measures to protect other women from Mr. Centeno. These prior incidents include, without limitation:

- a. First, before Plaintiff started working at Hostos, Hostos’ director of Human Resources, Shirely Shevach (“Ms. Shevach”), had witnessed Mr. Centeno inappropriately hugging female employees.
- b. Second, in or about September 2016, Krishna Dass (“Ms. Dass”), the former

Athletic Director at Hostos, filed a written sexual harassment complaint against Mr. Centeno.

- c. Third, in or about May 2018, during the course of the investigation of Ms. Dass' sexual harassment complaint, Diahann McFarlane ("Ms. McFarlane") alleged that Mr. Centeno had sexually harassed her in a manner similar to his sexual harassment of Ms. Dass.
- d. Fourth, on or about October 1, 2020, Erica Rodriguez ("Ms. Rodriguez") filed a discrimination lawsuit against Hostos in the United States District Court for the Southern District of New York (Case No.: 1:20-cv-08143-ER). Among other allegations, Ms. Rodriguez alleged that Mr. Centeno made inappropriate comments to Ms. Rodriguez and others about Ms. Rodriguez's sexual orientation and intimate relationships.

32. At all times relevant herein, CUNY and/or Hostos administrators knew that multiple observations and allegations of sexual assault and harassment were made against Mr. Centeno.

33. At all times relevant herein, CUNY and/or Hostos knew that Mr. Centeno posed a risk to female employees at Hostos.

34. At all times relevant herein, despite knowing Mr. Centeno's history of sexual assault and harassment, CUNY and/or Hostos failed to take any measures to protect female employees at Hostos, like Plaintiff, from being victimized by Mr. Centeno.

35. At all times relevant herein, CUNY and/or Hostos tolerated, condoned, and/or otherwise permitted Mr. Centeno to sexually assault and harass female employees at Hostos, like Plaintiff.

36. At all times relevant herein, CUNY and/or Hostos failed to adequately train their employees concerning CUNY's and/or Hostos' policies and procedures concerning anti-discrimination and sexual harassment.

37. At all times relevant herein, CUNY and/or Hostos consciously disregarded their obligations to prohibit, prevent, investigate, and/or remediate instances of discrimination and sexual harassment.

38. At all times relevant herein, CUNY and/or Hostos was deliberately indifferent to their statutory, regulatory, and/or contractual obligations concerning discrimination and sexual harassment.

39. At all times relevant herein, that acts and omissions of CUNY and/or Hostos created a culture where employees were deterred from making a discrimination and/or sexual harassment complaint out of fear that it would result in retaliation.

40. At all times relevant herein, Hostos was an instrumentality and/or agent of CUNY where CUNY exercised dominion and control over Hostos.

41. At all times relevant herein, Hostos and CUNY had an integrated economic relationship and exercised common control over employment practices. Consequently, at all times relevant herein, Hostos and CUNY jointly employed Plaintiff and Mr. Centeno.

42. At all times relevant herein, Hostos and/or CUNY knew or should have known that Mr. Centeno had repeatedly sexually harassed female employees, including Plaintiff.

43. Pursuant to the NYCHRL, within ten days after commencement of this action, Plaintiff shall serve a copy of her complaint upon the New York City Commission on Human Rights and Corporation Counsel for New York City. Plaintiff has (or will) satisfy the other procedural pre-requisites to bringing this lawsuit.

**AS AND FOR THE FIRST CAUSE OF ACTION
AGAINST ALL DEFENDANTS, PURSUANT TO THE NYSHRL**

44. Plaintiff repeats and realleges paragraphs 1 through 43, above.
45. Defendants are subject to the requirements of the NYSHRL.
46. At all times relevant herein, as a woman, Plaintiff was a member of a protected class.
47. At all times relevant herein, Defendants knew that Plaintiff was a member of a protected class.
48. At all times relevant herein, Plaintiff was qualified for the position of Custodial Assistant, and for the Supervisor position.
49. Plaintiff was subject to discrimination on the basis of her protected status where Defendants subjected her to inferior terms, conditions, and privileges of employment as compared to other employees.
50. Plaintiff was subject to materially adverse employment action as a result of discriminatory animus on the part of Defendants.
51. The adverse employment action suffered by Plaintiff occurred under circumstances giving rise to an inference of discrimination.
52. Plaintiff was subjected to a hostile work environment and sexual harassment based on her protected status as a woman.
53. Defendants engaged in, encouraged, acquiesced, condoned, and/or tolerated the hostile work environment and sexual harassment to which Plaintiff was subjected.
54. Defendants acts and omissions amounted to an ongoing discriminatory policy and/or practice whereby incidents of hostile work environment and sexual harassment against female employees at Hostos.

55. The repeated incidents of hostile work environment and sexual harassment to which Plaintiff and other female employees at Hostos were permitted by Defendants to continue unremedied for so long as to amount to a discriminatory policy or practice.

56. The hostile work environment and sexual harassment to which Plaintiff was subjected was unwelcome by Plaintiff.

57. As a result of the acts and omissions of Defendants, Plaintiffs' workplace was permeated with discriminatory intimidation, ridicule, and/or insult.

58. At all times relevant herein, Plaintiff perceived said discriminatory intimidation, ridicule, and insult as abusive.

59. The Defendants' conduct that was subjectively perceived as abusive by Plaintiff would be found by a reasonable person to be objectively abusive and hostile.

60. The hostile work environment and sexual harassment of Plaintiff was severe, frequent, and physically threatening and humiliating so as to unreasonably interfere with the performance of Plaintiffs' work.

61. Hostos and/or CUNY knew or should have known that the unwelcome sexual conduct and propositions on the part of Mr. Centeno served as a basis, explicitly and/or implicitly, for employment decisions affecting the compensation, terms, conditions, and/or privileges of Plaintiff's employment.

62. As the Administrative Superintendent, Mr. Centeno constituted a managerial and/or supervisory employee of Hostos and/or CUNY.

63. Plaintiff was subject to retaliation as a result of her engagement in a protected activity.

64. Plaintiff engaged in a protected activity when she complained of discrimination,

hostile work environment, and sexual harassment.

65. Defendants were aware that Plaintiff had engaged in such protected activity.

66. Plaintiff suffered an adverse employment action based upon her engagement in such protected activity.

67. The adverse employment action taken by Defendants against Plaintiff would have dissuaded a reasonable worker from engaging in the protected activity and/or from making or supporting a charge of discrimination.

68. A causal connection exists between Plaintiff's protected activity and the adverse action taken by Defendants.

69. Plaintiff's engagement in the protected activity and the adverse action taken by Defendants occurred in close temporal proximity.

70. The foregoing acts and omissions on the part of Defendants caused Plaintiff injuries that are actionable under the NYSHRL.

71. Plaintiff was constructively terminated where Defendants deliberately created working conditions that were so intolerable, difficult, and/or unpleasant that Plaintiff was forced to resign.

72. As a result of the working conditions created by Defendants, like Plaintiff, a reasonable person would have felt compelled to resign.

73. The foregoing acts and omissions on the part of Defendants were each a legal and proximate cause of damages suffered by Plaintiff.

**AS AND FOR THE SECOND CAUSE OF ACTION
AGAINST ALL DEFENDANTS, PURSUANT TO THE NYCHRL**

74. Plaintiff repeats and realleges paragraphs 1 through 73, above.

75. Defendants are subject to the requirements of the NYCHRL.

76. At all times relevant herein, as a woman, Plaintiff was a member of a protected class.

77. At all times relevant herein, Defendants knew that Plaintiff was a member of a protected class.

78. At all times relevant herein, Plaintiff was qualified for the position of Custodial Assistant, and for the Supervisor position.

79. Plaintiff was subjected to discrimination on the basis of her protected status where Defendants treated her differently and/or worse than other employees.

80. Defendants' discriminatory animus toward Plaintiff's protected status was a motivating factor in treating Plaintiff differently and/or worse than other employees.

81. Defendants treating Plaintiff differently and/or or worse than other employees occurred under circumstances giving rise to an inference of discrimination.

82. Plaintiff was subjected to a hostile work environment and sexual harassment based on her protected status as a woman.

83. Plaintiff subjectively perceived Defendants' conduct as hostile and abusive.

84. The Defendants' conduct that was subjectively perceived as hostile and abusive by Plaintiff would be found by a reasonable person to be objectively abusive and/or hostile.

85. As a result of the acts and omissions of Defendants, Plaintiff was treated differently and/or worse than other employees who, unlike Plaintiff, were not subjected to a hostile work environment and sexual harassment.

86. Hostos and/or CUNY knew or should have known that the unwelcome sexual conduct and propositions on the part of Mr. Centeno served as a basis, explicitly and/or implicitly, for employment decisions affecting the compensation, terms, conditions, and/or privileges of

Plaintiff's employment.

87. As the Administrative Superintendent, Mr. Centeno constituted a managerial and/or supervisory employee of Hostos and/or CUNY.

88. Defendants engaged in, encouraged, acquiesced, condoned, and/or tolerated the hostile work environment and sexual harassment to which Plaintiff was subjected.

89. Defendants acts and omissions amounted to an ongoing discriminatory policy and/or practice whereby incidents of hostile work environment and sexual harassment against female employees at Hostos.

90. The repeated incidents of hostile work environment and sexual harassment to which Plaintiff and other female employees at Hostos were permitted by Defendants to continue unremedied for so long as to amount to a discriminatory policy or practice.

91. The differential treatment of Plaintiff constituted an adverse change in the terms and conditions of Plaintiff's employment and was disruptive.

92. Plaintiff was subject to retaliation as a result of her engagement in a protected activity.

93. Plaintiff engaged in a protected activity, pursuant to the NYCHRL, when she complained of discrimination, hostile work environment, and sexual harassment.

94. Defendants were aware that Plaintiff had engaged in such protected activity.

95. Defendants engaged in conduct and took action that disadvantaged Plaintiff.

96. Defendants engaged in conduct which was reasonably likely to have deterred a person from engaging in such protected activity.

97. A causal connection exists between Plaintiff's engagement in the protected activity and Defendants' retaliatory conduct.

98. Plaintiff's engagement in the protected activity and the retaliatory conduct taken by Defendants occurred in close temporal proximity.

99. The foregoing acts and omissions on the part of Defendants caused Plaintiff injuries that are actionable under the NYCHRL.

100. Plaintiff was constructively terminated where Defendants deliberately created working conditions that were so intolerable, difficult, and/or unpleasant that Plaintiff was forced to resign.

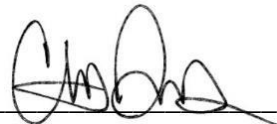
101. As a result of the working conditions created by Defendants, like Plaintiff, a reasonable person would have felt compelled to resign.

102. The foregoing acts and omissions on the part of Defendants were each a legal and proximate cause of damages suffered by Plaintiff.

WHEREFORE, PLAINTIFF demands judgment against DEFENDANTS, jointly and severally, on all causes of action, in such sums as a jury may find fair, reasonable and just, all together with attorney's fees, interest, costs and disbursements of this action.

Dated: Chappaqua, New York
October 18, 2023

LAW OFFICE OF TODD J. KROUNER, P.C.



By: Todd J. Krouner
Christopher W. Dennis
Attorneys for Plaintiff
93 North Greeley Avenue
Chappaqua, New York 10514
(914) 238-5800

ATTORNEY VERIFICATION


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

CHRISTOPHER W. DENNIS, being duly sworn, deposes and says:

Deponent is licensed to practice law in the State of New York. Deponent is of counsel to the Law Office of Todd J. Krouner, P.C., 93 North Greeley Avenue, Chappaqua, New York 10514, attorneys for the plaintiff, Kristina Welsh. Deponent has read and knows the contents of the foregoing Verified Complaint, the same is true to Deponent’s knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters, Deponent believes them to be true. Deponent further says that the reason this verification is made by attorney affirmation is that Plaintiff is not in the county where deponent has his office.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: October 18, 2023
Chappaqua, New York



CHRISTOPHER W. DENNIS