

**SUPREME COURT OF THE STATE OF NEW YORK  
NASSAU COUNTY**

MIDSHIPMAN-Y ,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	COMPLAINT
	)	
	)	JURY TRIAL DEMANDED
	)	
MAERSK LINE, LIMITED	)	Index No.
	)	
<i>Defendant.</i>	)	
	)	

**COMPLAINT**

Plaintiff Midshipman-Y (“Plaintiff” or “Midshipman-Y”),<sup>1</sup> by and through her undersigned counsel, hereby brings suit against Defendant Maersk Line, Limited (“Defendant” or “Maersk”), and in support thereof, states as follows:

**INTRODUCTION**

1. Midshipman-Y entered the United States Merchant Marine Academy (“USMMA” or “the Academy”) with the dream of becoming a military fighter pilot. Midshipman-Y was a standout high school lacrosse player with an excellent academic record and a strong family tradition of military service when she entered the Academy. Midshipman-Y—and everyone who

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<sup>1</sup> Contemporaneously with this filing, Plaintiff has filed a Motion for Leave to Proceed Anonymously (“Motion”) that sets forth the factual and legal basis for bringing this claim under a pseudonym. New York law provides parties with the right to proceed anonymously where, as here, special circumstances concerning the plaintiff’s privacy and the nature of the proceedings outweigh the presumption of openness in court proceedings. *See Stevens v. Brown*, 2012 N.Y. Slip Op. 31823 [U], 2012 WL 2951181 at \*10-11 (Sup. Ct. N.Y. Cnty., July 2, 2012). The Motion also contains an exhibit, filed under seal, which reveals the name and address of the actual Plaintiff. A copy of that document will be served on Defendant along with the Complaint and the Motion.

knew her—therefore fully expected she would excel at the Academy and go on to realize her dream of serving her country as a fighter pilot.

2. During her plebe (freshman) year at the Academy, Midshipman-Y excelled academically, athletically, and regimentally. While adhering to the rigorous demands of a NCAA college lacrosse training and competition schedule, Midshipman-Y completed her plebe year in the top 25% of her class academically and met or exceeded the expectations of her friends, family, and others who supported her decision to attend the Academy.

3. However, Midshipman-Y’s dreams were shattered shortly after the end of her plebe year when the Academy placed her, an eighteen-year-old girl, on a commercial cargo vessel owned and operated by Maersk as part of the Academy’s required “Sea Year” program.

4. The vessel was the M/V Alliance Fairfax, (“the Alliance Fairfax”). Midshipman-Y was alarmed even before the ship left port, when another female USMMA cadet, who had just completed working aboard the vessel, warned her that the nearly all-male crew was full of “creepy” men. She suggested that Midshipman-Y refrain from wearing shorts, from working out in the presence of men or from engaging in any behavior that the men could view as provocative.

5. But Midshipman-Y’s experience aboard the Alliance Fairfax would prove to be far worse than that. Almost immediately, she endured sexualized jokes, sexual advances, and unwanted sexual touching. One crewmember’s conduct was so frightening that Midshipman-Y began sleeping in her bathroom, clutching a knife. The bathroom was the only room she could effectively lock due to Maersk’s negligence in allowing crewmembers to possess master keys that could unlock any stateroom on the vessel.

6. Much of this misconduct occurred in the presence of the ship's senior officers who did not step in to stop it even though it was taking an obvious toll on Midshipman-Y's physical and emotional health.

7. In fact, the Chief Mate, who was Midshipman-Y's direct supervisor and the second in command on the ship, subjected Midshipman-Y to ongoing discriminatory and harassing behavior. He constantly berated and belittled her, forcing her to engage in demeaning tasks that were outside her job description. The Chief Mate treated Midshipman-Y less well than male employees. His discriminatory treatment caused Midshipman-Y emotional distress and made her feel like she could not go to him for help when the other crewmember harassed her.

8. The extreme sexual harassment and repeated and unwelcome physical touching she suffered, coupled with the Chief Mate's discriminatory treatment, became too much for her to bear. As an eighteen-year-old woman, trapped in the middle of the ocean, with no one aboard willing to protect her, she feared that the harassment would continue to escalate until she was eventually raped—or worse. Even though she knew she risked derailing her education and her dream of a career in the military by departing the Alliance Fairfax before she had completed her required sea service time, Midshipman-Y had no choice but to request an emergency evacuation from the vessel.

9. When Midshipman-Y tearfully reported the sexual harassment and unwanted physical advances and discriminatory treatment to Maersk's Designated Person Ashore ("DPA"), the DPA responded by saying: "This can't keep happening." The DPA's lack of surprise at Midshipman-Y's experience indicates that the DPA had received similar calls in the past from women aboard Maersk ships.

10. Midshipman-Y suffered from severe and debilitating emotional distress upon her return to the Academy. She had nightmares, panic attacks, became physically ill and was even hospitalized due to the extreme stress she was feeling. Her trauma had an extreme impact on her ability to perform academically and she went from being a star student to failing three classes.

11. Terrified to spend an extended period of time aboard another commercial cargo vessel where she might face the same or even worse sexual harassment and discrimination, Midshipman-Y began to question whether she would be able to return to sea. Due to her emotional, medical, and academic struggles, Midshipman-Y was forced to take a leave of absence from the Academy, and she is unsure if she will ever be able to return.

12. Midshipman-Y gained the courage to come forward to seek justice against Maersk upon reading the account of Midshipman-X, a USMMA cadet who was raped aboard the Alliance Fairfax two years before Midshipman-Y's ordeal aboard the same ship.

13. By bringing this suit, Midshipman-Y seeks to hold Maersk liable for failing to take meaningful action to protect her, and others like her, from sexual harassment and discrimination aboard its vessels. Maersk was well aware of the widespread and rampant problem of sexual assault and harassment of USMMA cadet crewmembers aboard its ships. But Maersk, which benefits from the millions of dollars in U.S. government subsidies it receives, in part, for participating in the Sea Year program, took insufficient measures to protect the teenaged cadets under its charge.

14. For Maersk's failure to protect Midshipman-Y from sexual harassment and discrimination, she seeks all remedies available to her under law.

## JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over the case pursuant to the Jones Act (46 U.S.C. § 30104) under a theory of negligence, and under the General Maritime Law and the Admiralty jurisdiction of the United States under 28 U.S.C. § 1333 for a theory of unseaworthiness.

16. Plaintiff timely filed a charge with the United States Equal Employment Opportunity Commission on May 26, 2022 and is in the process of perfecting her right to sue. There is no requirement of administrative exhaustion under the New York State Human Rights Law.

17. This Court has personal jurisdiction over Defendant Maersk pursuant to C.P.L.R. § 302(a). Defendant transacts business within the state and contracts to supply services in the state.

18. Defendant recruits and hires numerous cadet crewmembers from the USMMA, located in Kings Point, New York, each year, then facilitates the transportation of those cadet crewmembers to its fleet of vessels. Defendant has engaged in this persistent course of conduct regarding the recruitment, employment, and transportation of USMMA cadet crewmembers to its vessels for approximately 30 years. During that time, Defendant has derived substantial revenue from the contributions these cadet crewmembers have made to the lucrative operations of its vessels.

19. Additionally, Defendant has derived substantial revenue from contracts and agreements with the USMMA related to its recruitment, hiring, and transportation of USMMA cadet crewmembers to its vessels via the Maritime Security Program (“MSP”) (46 CFR Part 296). In 2021, Defendant received a \$5.2 million direct subsidy from Congress for its operation of the Alliance Fairfax via the MSP and \$5 million in 2019. *See* Congressional Research Service, “U.S. Maritime Administration (MARAD) Shipping and Shipbuilding Support Programs,” (Jan. 8, 2021)

at 10–11, <https://crsreports.congress.gov/product/pdf/R/R46654/2>; MARAD, “Maritime Security Program Fleet (MSP)” (January 1, 2021), <https://www.maritime.dot.gov/sites/marad.dot.gov/files/2021-02/MSP%20Fleet%201-1-2021.pdf>; *Id.* “Maritime Security Program Fleet (MSP)” (April 2019), <https://www.maritime.dot.gov/sites/marad.dot.gov/files/docs/national-security/strategic-sealift/office-ship-operations/2681/msp-fleet-4-10-2019.pdf>. Defendant currently owns and operates at least 23 vessels enrolled in the MSP, and received more than \$121 million in total revenue from MSP contracts with the U.S. government in 2021. *See* MARAD, *Maritime Security Program Fleet* (February 1, 2022) <https://www.maritime.dot.gov/sites/marad.dot.gov/files/2022-02/MSP%20Fleet%20%202-1-2022.pdf>. This substantial revenue was strictly conditioned, among other things, upon Defendant continuing its persistent course of conduct regarding the hiring of cadet crewmembers from the USMMA in Kings Point, New York to its vessels. *See* 46 CFR § 296.31(f).

20. Venue properly lies in Nassau County. In 2019, Defendant Maersk recruited, hired, and transported Plaintiff Midshipman-Y from Kings Point, New York, located in Nassau County, to the Alliance Fairfax.

21. This claim is instituted for the recovery of damages in an amount more than \$25,000.

### **PARTIES**

22. Plaintiff Midshipman-Y is a citizen and resident of the state of Florida. At all relevant times herein, Midshipman-Y was a student and resided at the USMMA located in Kings Point, New York. During her Sea Year voyage, Midshipman-Y lived and worked aboard the Alliance Fairfax, from approximately July 8, 2021 through August 23, 2021.

23. Defendant Maersk, a subsidiary of the A.P. Moller-Maersk Group, is a corporation that is organized and existing under the laws of the state of Delaware with its principal place of business in Norfolk, Virginia. Defendant Maersk provides U.S. flag transportation, ship management, and maritime technical services to government and commercial customers. Defendant Maersk is authorized to transact business within the state of New York and does conduct business within the state of New York.

### **FACTUAL ALLEGATIONS**

24. Midshipman-Y, who is now a nineteen-years-old, is from a small town in Georgia. She attended public high school, where she was an elite lacrosse player who excelled academically.

25. Many members of Midshipman-Y's family have served with distinction as officers in the U.S. military. Her father graduated from a federal service academy and went on to have a distinguished career as a military fighter pilot before becoming a successful commercial airline pilot.

26. Midshipman-Y was recruited to the USMMA both for her academic prowess and to play on the Academy's NCAA lacrosse team. Midshipman-Y's goal and dream was to complete her education at the USMMA and subsequently enter military service as a fighter pilot, following the same career path as her father.

27. In June 2020, Midshipman-Y matriculated at the USMMA, a federal service academy chartered under the U.S. Department of Transportation ("USDOT") and subject to direct oversight by the U.S. Maritime Administration ("MARAD"), a subagency of the USDOT.

28. Upon reporting to the Academy at the start of her plebe (freshman) year, Midshipman-Y was required to sign a Service Obligation Contract (the "Contract") with MARAD. In exchange for having her education paid for by the U.S. government, the Contract bound

Midshipman-Y to serve for a term of years in the U.S. maritime industry, the U.S. Navy Reserves, or on active duty in a branch of the U.S. military upon graduation from the Academy. *See* 46 C.F.R. § 310.58.

29. According to the terms of the Contract, if Midshipman-Y failed to complete all the requirements for graduation from the USMMA, including the successful completion of her required sea time as a cadet crewmember, she could be ordered to enlist on active duty in the U.S. military for a term of years, or be forced to repay the entire cost of her education. *See id.* As of March 4, 2020, the USMMA estimated the cost of four years at USMMA to be “over \$250,000.” USMMA, “Obligation Compliance,” <https://www.usmma.edu/after-graduation/obligation-compliance> (last updated March 4, 2020).

30. To successfully graduate from the USMMA and fulfill her contractual obligations to MARAD, Midshipman-Y was required to participate in the Academy’s Sea Year Program. *See* USMMA, “About the Curriculum,” <https://www.usmma.edu/academics/curriculum/about-curriculum> (last updated April 7, 2020).

31. The Sea Year Program is a mandatory program in which USMMA students are sent to work on oceangoing commercial cargo ships, such as the Alliance Fairfax, in order to gain practical shipboard work experience as well as the sea time required to obtain a U.S. Coast Guard merchant mariner license. The Sea Year program requires USMMA cadets to complete two “sea splits.” During their first sea split, cadets spend approximately four months working aboard a commercial vessel after their plebe year. After returning to the Academy for an academic trimester, USMMA cadets then spend another eight months working aboard different cargo vessels during their second sea split, which spans parts of their sophomore and junior years.



32. Midshipman-Y completed her freshman year with distinction, earning a 3.0 GPA, making important contributions to the success of the Academy's women's lacrosse team, and ranking in the top 25% of her class academically.

33. On June 29, 2021, Midshipman-Y received her Shipboard Training Orders ("Orders"), issued by her USMMA Academy Training Representative ("ATR"), who coordinated closely with a Crewing Agent at Maersk, to secure her employment aboard the Alliance Fairfax. According to her Orders, Midshipman-Y's rating aboard the Alliance Fairfax would be "Deck Cadet," and Maersk would pay her a salary of \$1,185.00 per month. Her Orders also stated that her employment aboard the Alliance Fairfax was expected to be for a term of approximately three and a half months, and stated that she was not permitted to detach from the ship without prior authorization from her ATR.

34. Like all USMMA students, Midshipman-Y had no control over her assignment, no ability to request a different ship, and was not permitted to opt out of her Sea Year shipboard employment.

35. Midshipman-Y reported to the Alliance Fairfax, a vehicle-carrying cargo vessel operated by the Defendant, in Jacksonville, Florida, on or about July 8, 2021.

36. From July 8 until August 23,<sup>2</sup> Midshipman-Y worked as a deck cadet on the Alliance Fairfax. As a deck cadet, Midshipman-Y reported to the deck each day at 8:00 a.m. and generally worked until her daily shifted ended at 5:00 p.m. Along with all other deck-side crewmembers, she was responsible for shadowing the Chief Mate or other assigned officers, taking soundings, counting lashings on the decks, and cleaning deck equipment.

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<sup>2</sup> For the reasons set forth below, Midshipman-Y ended her employment with Maersk on the Alliance Fairfax prior to her assigned end date.

37. The Chief Mate was the head of the deck department on the ship and second in rank only to the Captain. Immediately below the Chief Mate in rank were the Second Mate and the Third Mate. Midshipman-Y, like all other deck cadets, reported directly to the Chief Mate and she was expected to submit completely to his authority. Midshipman-Y was subject to the same conditions, expectations, and policies as other crewmembers aboard the vessel.

**A. Plaintiff Was Severely Sexually Harassed While Serving on the Alliance Fairfax**

**1. Midshipman-Y Endured Constant and Pervasive Sexual Harassment**

38. Upon boarding the Alliance Fairfax on approximately July 8, 2021 as a deck cadet, Midshipman-Y met a departing female cadet from the USMMA who had spent several months working aboard the ship. The departing female cadet warned Midshipman-Y that there were “creepy guys” on the ship and that she should “be careful.” She also told Midshipman-Y she should not use the swimming pool, or wear a bathing suit, or wear shorts on the ship, especially when working out in order to avoid unwanted attention from the men on board.

39. The warning quickly proved true. While aboard the Alliance Fairfax, Midshipman-Y was subjected to sexual and gendered jokes and comments and other harassment from crewmembers, some of which occurred in the presence of the ship’s officers.

40. Early in her time on the ship, the Electrician, a senior unlicensed crewmember in the ship’s engine department at least twenty years Midshipman-Y’s senior, attempted to befriend Midshipman-Y.

41. Within a couple weeks, the Electrician began making frequent comments about Midshipman-Y’s body and her physical appearance, including, for instance, the tightness of her pants and his desire for a sexual relationship with her. He would also frequently leer at her in an obviously sexual manner. These comments and looks made Midshipman-Y deeply uncomfortable

and fearful for her safety. The ship was in the middle of the ocean and she was often thousands of miles from the nearest point of land, which greatly exacerbated the fear and sense of isolation that she felt. This intense fear only compounded as the Electrician's harassment escalated.

42. The Electrician had a reputation on the ship for having violent proclivities and for getting into physical altercations. Upon information and belief, this reputation was widely known amongst the crew, including by the Chief Engineer and Captain.

43. On one occasion, Midshipman-Y witnessed the Electrician standing in the passageway near the crew's mess with blood running down his nose. He was shouting obscenities at the Steward's Assistant after the two had apparently gotten into a fist fight.

44. Additionally, the Electrician often made sexual and raunchy jokes in front of Midshipman-Y and other crewmembers, including senior officers. No one ever spoke up or, upon information and belief, reported his inappropriate behavior.

45. By late July or early August, the Electrician's behavior had escalated to unwanted touching of Midshipman-Y's body. Over the course of approximately 30 days, he touched Midshipman-Y without her permission, including on her waist and buttocks, on approximately 12 different occasions.

46. These instances of inappropriate and unwanted touching by the Electrician began with him sneaking up behind her and touching her backside around her waist, poking her in the side of her rib cage near her breasts, and in one instance, getting so close to her that his chest was almost touching her back while he ran his hand from the right side to the left side of her waist, across her lower back.

47. From the outset, Midshipman-Y was uncomfortable and terrified by the Electrician's actions, but she feared retribution if she spoke up.

48. The Electrician's unwanted touching of Midshipman-Y continued to escalate. On more than one occasion, while Midshipman-Y stood at the chart table on the navigational bridge, the Electrician came up behind her and dragged his hand from the right side of her waist down to the upper part of the left side of her buttocks.

49. The Electrician touched the upper part of Midshipman-Y's buttocks without her permission on several more occasions. After the second time, and despite the Electrician's age, size (he was nearly a foot taller than she), and propensity for violence, Midshipman-Y confronted him. She told him that she did not want him to touch her body and asked him to stop saying sexual things to her. In response, the Electrician simply dismissed her and characterized Midshipman-Y as a "crazy woman."

50. Despite her pleas for him to stop, the Electrician continued to sexually harass and inappropriately touch Midshipman-Y.

51. One day, after learning it was Midshipman-Y's birthday, the Electrician walked up behind her in a passageway as she was following the Third Mate and said, "you know what we do to people on their birthday, don't you?" The Electrician then proceeded to hold out his hand in order to slap Midshipman-Y on the buttocks. She quickly turned her back against the bulkhead to avoid his slap. As a result, the Electrician swung his hand so hard that it made a whipping noise. As Midshipman-Y turned her body, the tips of his fingers brushed across her buttocks before his hand slammed into the bulkhead. The Electrician just laughed, while Midshipman-Y was visibly shaken.

52. In early August, when Midshipman-Y was playing a card game titled "Egyptian Rat Slap" with two engine cadets in the Engine Control Room, the Electrician looked at Midshipman-Y threateningly and said "Oh, [Midshipman-Y], you're the only girl. We should pull

your pants down, lay you on the table, and let everyone slap your ass.” Midshipman-Y understood his comment to be a threat. Upon information and belief, nearly the entire engine department overheard the Electrician’s comment, including the highest-ranking officers in the engine side of the ship—the Chief Engineer and the First Engineer—yet no one confronted the Electrician nor reported this comment.

53. As discussed below, Midshipman-Y felt she could not report the harassment to the Chief Mate or the Captain.

54. Sometime in July, Midshipman-Y sought help from the only other woman on the ship, a female A.B.<sup>3</sup> with whom Midshipman-Y rarely had contact. Midshipman-Y reported to the female A.B. about her struggles with the Electrician. The female A.B. responded by sharing details of her own terrible encounters with him and other male crewmembers.

55. The Electrician continued to touch Midshipman-Y inappropriately without her consent, while saying crude and threatening things to her. As a result, Midshipman-Y lived in constant fear, which permeated every aspect of her life on the ship.

56. Eventually, Midshipman-Y became afraid to leave her room or to go anywhere on the ship alone. She also did not feel safe using the ship’s swimming pool, even though some days the temperature outside exceeded 120 degrees Fahrenheit and the pool offered the only respite from the heat. Midshipman-Y was also afraid to wear shorts or wear her hair down anywhere on the ship out of fear that doing so may provoke another unwanted and harassing encounter with the Electrician or others.

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<sup>3</sup> An A.B. (or able seaman) is a naval rating for an employee of the deck department of a merchant ship with more than two years’ of experience at sea.

57. The lack of certain basic safety protocols on the ship also compounded Midshipman-Y's fears. The Chief Mate initially assigned Midshipman-Y a stateroom but did not provide her with a key, which meant she had to leave her stateroom unlocked when she was not there and, thus, it was accessible to any crewmember. When she asked about getting a key, she was handed a jar of keys and told to find one herself. The only key she found that worked was a master key and she later learned that at least two other cadets (both male) also had received master keys that could open staterooms that were not their own. This led Midshipman-Y to reasonably conclude that others on the ship—including the Electrician—also had master keys and could access any room (including hers) at any time.

58. Midshipman-Y was so terrified that the Electrician might enter her room using a master key while she was sleeping that she started sleeping on the floor of the bathroom in her stateroom because the bathroom had an interior lock that could not be opened from the outside. For extra protection, she slept holding a pocketknife. As an additional precaution, Midshipman-Y purposely changed her sleep schedule so that she went to bed directly after her shift ended in the early evening, and then, after a few hours of sleep, stayed up all night until her next shift began in the morning. In this manner she attempted to minimize interactions with the Electrician and minimize his opportunities to attack her while she was sleeping.

59. Before embarking upon her voyage on the Alliance Fairfax, Midshipman-Y anticipated that her duties would be difficult and that life at sea would be an adjustment. However, she could not have anticipated that she would be repeatedly harassed, groped, and threatened by much older and more physically imposing crewmembers, while no one intervened to help her.

## **2. Midshipman-Y Could Not Turn to the Chief Mate for Help Because He Subjected Her to Discriminatory Treatment**

60. Shortly after her arrival on the Alliance Fairfax, Midshipman-Y introduced herself to the Chief Mate, her direct supervisor. Before Midshipman-Y even finished her introduction, the Chief Mate said, “[y]ou’re brand new here. Instead of talking, you should shut your mouth and listen.” He then told her to leave his stateroom and stand outside in the passageway to wait for him. Midshipman-Y stood in the passageway outside of his office while he sat at his desk using his computer. Over three hours later, when the Chief Mate finally spoke to her again, he simply told her to leave.

61. Through this interaction, Midshipman-Y became wary of the Chief Mate and his treatment of her. When Midshipman-Y told two male engine cadets about her interaction with the Chief Mate, they responded that they heard the Chief Mate and other senior officers often intentionally treat female cadets much more poorly than male cadets, holding the female cadets to stricter standards and treating them in an abusive manner.

62. Throughout the voyage, the Chief Mate repeatedly berated and demeaned Midshipman-Y because she was a woman. On several occasions, the Chief Mate ordered Midshipman-Y to perform tasks like scrubbing the grill used by the galley staff or scrubbing pots and washing dishes in the galley, tasks normally performed by the galley staff and not cadets. Yet the Chief Mate did not force male crewmembers, including male cadets, to do these tasks.

63. In addition, the Chief Mate consistently tried to ruin Midshipman-Y’s reputation on the ship by making demeaning remarks to or about Midshipman-Y while in the presence of the Captain. On several occasions, the Captain disciplined Midshipman-Y based on inaccurate or misleading information provided to the Captain by the Chief Mate.

64. In addition, the Captain apparently shared the Chief Mate's attitude about female crewmembers. For instance, Midshipman-Y overheard the Chief Mate telling the Captain an offensive joke about women. She heard the two men laughing at the punchline.

65. Midshipman-Y never saw the Chief Mate treat men as poorly as he treated her. Others onboard shared that conclusion. Several officers and crewmembers who witnessed the Chief Mate's treatment of Midshipman-Y commented to her that they thought she was being treated differently because she was a woman. It became clear to Midshipman-Y that she was being treated less favorably than similarly situated male crewmembers.

66. Because of the discriminatory and demeaning way that the Chief Mate treated her, and because the Captain seemed to agree, Midshipman-Y did not initially feel like she could report the Electrician's harassment. She did not feel that either of the ship's two most senior officers would take her seriously or protect her if she reported the Electrician.

67. Not only could she not turn to the ship's authority for help, Midshipman-Y also could not seek help outside the ship. Midshipman-Y spent most of her time aboard the vessel without the ability to contact anyone ashore. While the ship had a limited and unreliable satellite Wi-Fi connection, Midshipman-Y was unable to connect to the Wi-Fi with either her personal cell phone or laptop computer. Her USMMA-issued satellite texting device, which was supposed to offer her an emergency connection to the USMMA if needed, did not work much of the time she was aboard the Alliance Fairfax. While the ship had a working satellite phone, its use was heavily regulated by the Captain, from whom permission must be sought and granted to place a call. Cadets were strongly discouraged from even requesting to use the satellite phone.

68. The sexual harassment and discrimination she endured took an obvious toll on Midshipman-Y's mental and physical health. Upon information and belief, both the Captain and



Chief Mate either knew or should have known about this toll, yet they took no action to abate the harassment.

69. Finally, after about 45 days on the vessel, the Alliance Fairfax reached a port where Midshipman-Y was able to call her mother. As Midshipman-Y cried hysterically, her mother encouraged her to contact the USMMA to request to be taken off the ship.

70. The risks to her career if she were to contact her ATR weighed heavily on Midshipman-Y. But the situation for Midshipman-Y became so desperate that she nonetheless emailed the ATR and asked to be taken off the Alliance Fairfax. By so doing, Midshipman-Y understood she was putting not just the completion of her Sea Year in jeopardy, but her entire career at USMMA and beyond.

71. Shortly after her report to the ATRs, the Captain called Midshipman-Y into his office. She learned then that her contact with the USMMA ATRs had reached him. While Midshipman-Y sobbed, the Captain handed her a telephone and instructed her to speak with Maersk's Designated Person Ashore ("DPA"), the Director of Maritime Safety and Standards. A DPA is a link between the managing company of a ship and those employed on board the ship regarding safety issues.

72. Midshipman-Y tearfully explained her experiences to the DPA and gave the names of the Chief Mate and the Electrician. The DPA was sympathetic, but also seemed upset. "This can't keep happening," she said in response to Midshipman-Y's account.

73. Midshipman-Y endured two or three more days on the ship before she was able to disembark at a port in Fujairah, United Arab Emirates. Word of what had happened traveled fast around the vessel. One of the other crewmembers told Midshipman-Y that the Electrician was going around and telling the crew that she was "crazy."

74. In order to employ USMMA cadets, Maersk had to sign a binding agreement with MARAD, pursuant to the Shipboard Climate Compliance Team (“SCCT”) policies, agreeing, among other things, to have a sexual assault and harassment (“SASH”) prevention training program in place on all of their vessels, including aboard the Alliance Fairfax. *See* MARAD, “Summary of Sea Year Criteria,” <https://www.maritime.dot.gov/outreach/summary-sea-year-criteria> (last updated November 8, 2018).

75. Specifically, the SCCT requirement stipulated that Maersk’s “annual SASH prevention training will ensure that crewmembers clearly understand what constitutes sexual assault and sexual harassment, its negative impact, the importance of prevention, and the severe penalties for engaging in prohibited behavior or for failing to report an incident. All crewmembers will clearly understand their responsibility as supervisors, employees, witnesses, and bystanders. Crewmembers must complete this training prior to Midshipmen [cadets] arrival on board. . .” *Id.*

76. Despite Maersk’s legally binding commitments to the U.S. government, the senior officers of the Alliance Fairfax routinely flouted or ignored MARAD’s SCCT SASH training requirements. At no time during Midshipman-Y’s voyage did the Captain, or any other officer, discuss Maersk’s anti-SASH policies with the crew or the Sea Year cadets.

77. As a result of the trauma caused by the extreme sexual harassment and discrimination that Midshipman-Y experienced aboard the Alliance Fairfax, she suffered physical symptoms detailed below.

78. Upon returning to the USMMA in late August, 2021, Midshipman-Y continued to suffer from acute emotional distress. She had frequent nightmares and flashbacks of her time aboard the Alliance Fairfax, and was plagued with extreme anxiety about being sent out on another ship.

79. Despite her emotional distress, within five days of being back at the Academy, Midshipman-Y was ordered to meet with the ATRs to figure out her next ship assignment. Midshipman-Y told the ATRs that she felt too traumatized to go back out to sea, given her experience on the Alliance Fairfax.

80. Eventually, faced with potential disenrollment from the Academy if she did not complete her required sea days, Midshipman-Y reluctantly agreed to an assignment as a deck cadet aboard the USNS Puerto Rico that began on October 18, 2021. That assignment concluded on November 20, 2021. Being aboard another ship was intensely triggering for Midshipman-Y, causing her to have flashbacks to the fear she experienced aboard the Alliance Fairfax.

81. When she returned to the USMMA in November 2021, Midshipman-Y became very sick. Midshipman-Y believed her illness resulted from the extreme anxiety she continued to experience as a result of her time aboard the Alliance Fairfax. For a week, Midshipman-Y could barely get out of bed, causing her to miss an entire week of class, which pushed her further behind her classmates.

82. A few weeks later, when Midshipman-Y was eating in the USMMA dining hall with some friends, she began to feel lightheaded and to hyperventilate. She stood up to go back to her room, but her vision went black and she collapsed. Midshipman-Y was transported to the emergency room at an off-campus hospital via ambulance. When she awoke, the doctors told her she had experienced an extreme panic attack. Prior to her time on the Alliance Fairfax, Midshipman-Y had never experienced a panic attack or even anxiety. She was kept in the hospital overnight for observation, before being discharged and sent back to the Academy.

83. Before her time working for Maersk on the Alliance Fairfax, Midshipman-Y had always been a good student. After her time aboard the Alliance Fairfax, she felt like an entirely

different person. She could no longer focus on academics. She had frequent flashbacks to her time on the Alliance Fairfax. Midshipman-Y struggled through that first trimester back at the Academy and subsequently failed three classes. She had previously never failed a class in her life. Shortly thereafter, Midshipman-Y received an email notifying her that the USMMA had referred her for disenrollment.

84. Midshipman-Y appealed the Academy's decision and received a "compassionate setback" to the USMMA class of 2025. In April 2022, Midshipman-Y left the USMMA to return to her family home to try to heal and recover. She is scheduled to return to the USMMA in November 2022. However, she is unsure whether she will ever be emotionally capable of returning to the Academy

85. To date, Midshipman-Y still suffers from extreme anxiety, nightmares, flashbacks, and depression because of the extreme sexual harassment, unwanted touching, and discrimination she endured aboard the Alliance Fairfax. In order to graduate from the Academy, she would be required to complete nearly 300 additional sea days aboard commercial vessels like the Alliance Fairfax. The thought of being trapped on ships like the Alliance Fairfax with potentially predatory men is terrifying and anxiety-provoking for her.

86. Faced with these ongoing and life-altering consequences of the Electrician's extreme sexual harassment, Midshipman-Y feels as though her career the USMMA, her career in the maritime industry, her mental and emotional health, and her future are destroyed.

**B. The Extreme Sexual Harassment and Discrimination Midshipman-Y Experienced was Foreseeable**

87. The sexual harassment and discrimination of Midshipman-Y and the resulting trauma was entirely foreseeable to Maersk. Common sense dictates that putting an eighteen-year-old girl on a ship with a much older and almost all-male crew, including a crewmember with

violent and lewd proclivities, without instituting adequate precautions, could foreseeably lead to sexual harassment and less favorable treatment.

88. Furthermore, in 2016, amid reports of rampant sexual assaults of Sea Year cadets aboard commercial ships, U.S. Transportation Secretary Anthony Foxx suspended the Sea Year program in a move known as the “2016 Sea Year Stand Down.”

89. Maersk was well aware of this stand down and the reason for it. In a November 14, 2016 statement to the USMMA Board of Visitors, Maersk acknowledged that there were a number of anonymous reports of shipboard sexual assault and a disconnect between the results of that survey and shipboard reports. *See Statement from Maersk Line, Limited (MLL)*, MAERSK LINE, LIMITED (Nov. 14, 2016), <https://www.usmma.edu/sites/usmma.dot.gov/files/docs/MLL%20for%20the%20record%20Nov%2016%20%28BOV%29.pdf>. As a result, Maersk agreed that it must “err . . . on the side of caution. Therefore . . . we support the DOT Sea Year stand down.” *Id.*

90. Furthermore, in the same statement, Maersk acknowledged that having a SASH policy in place was not sufficient to curb sexual assault and sexual harassment on its ships or to ensure that cadets reported sexual assault and sexual harassment. In particular, Maersk noted in its statement that “policies and procedures . . . are merely words on paper that, in and of themselves, will not prevent SASH, nor will they ensure SASH is reported when it occurs.” *Id.*

91. Maersk’s knowledge of the prevalence of sexual harassment on its vessels was even acknowledged by the Defendant’s Designated Person Ashore, whose response, “This can’t keep happening,” demonstrated that Midshipman-Y ’s report was not the first such report she had heard.

92. Despite Maersk’s purported commitment to making its ships safer for Sea Year cadets after the 2016 Sea Year Stand Down, Maersk failed to institute adequate safety measures

when the Sea Year program was reinstated and Maersk once again began employing USMMA cadets. As early as 2016, Maersk was fully aware that its policies aimed at preventing sexual assault and harassment were ineffective, yet it still allowed young female cadets like Midshipman-Y to work on its ships in 2021.

93. In October 2021, following Midshipman-X's publication of her story, Maersk came under tremendous pressure in the media and from the U.S. government regarding the problem of USMMA cadets being sexually assaulted and sexually harassed aboard Maersk's vessels. In approximately October 2021 Edward Hanley, Maersk's Senior Vice President of Labor Relations, sent a policy directive to all of Maersk's vessels, including the Alliance Fairfax, and ordered the captains of those vessels to post the policy directive for "All Hands." *See All Hands Memorandum, MAERSK LINE, LIMITED, <https://www.maritimelegalaid.com/maersk-shape-up-policy-letter>.*

94. In Maersk's October 2021 "All Hands" policy directive, Maersk wrote "Since Sea Year started back up in May of 2017, MLL ships have trained 732 cadets. During that time I can count on one hand how many cadet SASH cases came across my desk. . . . Based on these statistics one might conclude SASH is no longer an issue. It was the same story in 2016. Anonymous SASH surveys tell a different story. They say SASH is rampant, SASH reporting is the problem." *See All Hands Memorandum, MAERSK LINE, LIMITED, <https://www.maritimelegalaid.com/maersk-shape-up-policy-letter>.*

95. In Maersk's October 2021 "All Hands" policy directive, Maersk publicly acknowledged that it knew since at least 2016, through anonymous surveys of USMMA cadets, that the sexual harassment and sexual assault of USMMA cadets onboard its ships was "rampant." Because Maersk subsequently failed to institute adequate safety measures to protect cadet

crewmembers from sexual harassment and sexual assault aboard its vessels, it was foreseeable that Midshipman-Y would experience extreme sexual harassment aboard the Alliance Fairfax.

**C. Maersk Failed to Take Reasonable Measures to Protect Plaintiff**

96. Maersk’s own policies acknowledge that the Company has a “special duty of care for cadets during Sea Year.” *See Statement from Maersk Line, Limited (MLL), MAERSK LINE, LIMITED* (Nov. 14, 2016), <https://www.usmma.edu/sites/usmma.dot.gov/files/docs/MLL%20for%20the%20record%20Nov%2016%20%28BOV%29.pdf>. Nonetheless, Maersk breached its duty to Midshipman-Y by failing to take reasonable measures to foster a safe work environment for its employees. As a result, Midshipman-Y s was severely and irreparably injured. Specifically, Maersk breached its duty by failing to ensure that crewmembers aboard the Alliance Fairfax followed (i) its own company policies; (ii) MARAD requirements that Maersk agreed to as a condition of participating in the USMMA Sea Year program and MARAD’s Maritime Security Program; and (iii) industry standards, guidelines, regulations and other materials constituting the standard of care and common-sense safety measures.

**i. Maersk Policies**

97. Pursuant to Maersk’s own policies, its “zero tolerance policy for sexual assault/sexual harassment (SASH), bullying, intimidation, and coercion is particularly important for these cadets, considering their relative youth and the fact that the shipboard experience remains a training environment.” *Id.* And Maersk’s Defendant’s Code of Conduct also states that Maersk does “not tolerate discrimination or harassment of any kind.” *See Code of Conduct, A.P. MOLLER-MAERSK GROUP* (Nov. 2019), at 14,

[https://www.maersk.com/~media\\_sc9/maersk/about/files/code-of-conduct/code-of-conduct\\_english\\_v1.pdf](https://www.maersk.com/~media_sc9/maersk/about/files/code-of-conduct/code-of-conduct_english_v1.pdf).

98. Yet despite these proclamations, Maersk and its employees failed to abide by the Company's own policies as Maersk employees/crewmembers demeaned and sexually harassed Midshipman-Y—with little to no consequence—while numerous Maersk employees/crewmembers aboard the vessel, including officers, were aware of the harassment and did not offer any viable help or support.

99. Maersk has also publicly acknowledged that its “anti-SASH protocols are highly dependent upon the senior officers on board’s creating and maintaining a healthy, respectful workplace through their deeds and words.” *See Statement from Maersk Line, Limited (MLL), MAERSK LINE, LIMITED (Nov. 14, 2016), <https://www.usmma.edu/sites/usmma.dot.gov/files/docs/MLL%20for%20the%20record%20Nov%2016%20%28BOV%29.pdf>*. Yet again, despite these words, upon information and belief, the senior officials aboard the Alliance Fairfax had not been properly informed and trained in Maersk’s anti-SASH protocols. Indeed, not only did the senior officials on the Alliance Fairfax not enforce the anti-SASH policies, but they were among the offenders. In Midshipman-Y’s case, she was repeatedly demeaned by the Chief Mate—one of the most senior officials on the ship. Furthermore, she was subjected to obvious sexual harassment, and none of the officers tried to help stop the harassment occurring in their presence.

**ii. MARAD Requirements**

100. In order for Maersk to participate in the Sea Year program and to benefit from the employment of cadets from the USMMA, MARAD required Maersk to abide by MARAD’s



policies. Maersk breached numerous MARAD policies as well as its formal contractual agreements with MARAD during Midshipman-Y's employment aboard the Alliance Fairfax.

101. For example, MARAD has a "Summary of Sea Year Criteria," which outlines certain expectations the commercial shipping companies must adhere to in order to participate in the Sea Year program. MARAD, "Summary of Sea Year Criteria," <https://www.maritime.dot.gov/outreach/summary-sea-year-criteria> (last updated November 8, 2018). That checklist clearly notes that "Companies will actively support the USMMA Sea Year Conduct policy for Midshipmen, which prohibits romantic or sexual relationships between Midshipmen and crewmembers . . . ." *Id.* Maersk failed to enforce this policy and, as a result, its officers and crewmembers turned a blind eye to the extreme sexual harassment Midshipman-Y experienced at the hands of the Electrician.

102. In addition, pursuant to the SCCT policies, Maersk is required to assign an onboard mentor to each USMMA cadet crewmember. *See id.* The role of the mentor was to, among other things, "support the Midshipmen once they join the ship," "be readily available to Midshipmen," and to "serve as a resource for Midshipmen while aboard." *See id.* Maersk breached its duty by failing to assign Midshipman-Y a mentor on the Alliance Fairfax. As a result, she had no one "readily available" or "support[ing]" her.

103. MARAD also required Maersk to provide annual verification of the Company's SASH prevention training. *Id.* To comply, Maersk had to ensure crewmembers "clearly understand their responsibility as supervisors, employees, witnesses, and bystanders" and complete the training "prior to Midshipmen arriving on board, or within 72 hours of signing-on, if a Midshipmen is already onboard the vessel." *Id.* However, upon information and belief, this too was flouted by Maersk employees aboard the Alliance Fairfax.

### **iii. On-Board Safety-Measures**

104. Maersk further failed to implement common-sense and industry-standard safety measures aboard its ships to ensure the wellbeing and safety of all its crewmembers.

105. Maersk did not have a system in place aboard the Alliance Fairfax to monitor or restrict the use of master keys. During Midshipman-Y's voyage aboard the Alliance Fairfax, she came to reasonably believe that all crewmembers—including her harasser—had a master key and therefore had unfettered access to her room where she slept and changed. As one of the only women onboard, it was imperative that she have the ability to securely lock her stateroom door such that no one else could enter.

106. The Alliance Fairfax also lacked adequate security cameras to deter crewmembers from entering each other's sleeping quarters and/or to monitor other areas of the ship that may pose a hazard.

107. Additionally, when Midshipman-Y was aboard the Alliance Fairfax in 2021, the Wi-Fi did not work for part of her voyage. As a result, Midshipman-Y could not call her ATR, members of the USMMA administration, law enforcement, or Maersk company officials for assistance. The only access to a satellite telephone aboard the Alliance Fairfax was strictly controlled by the Captain of the vessel, and all requests to use the phone were required to be routed through him. Such requests by cadet crewmembers were highly discouraged. Thus, Midshipman-Y's only hope for recourse was the Alliance Fairfax crewmembers, which, as evidenced by Midshipman-Y's myriad attempts to get help, was inadequate.

108. As a direct and proximate result of Maersk's negligence and discrimination, Midshipman-Y has been irreparably harmed. Midshipman-Y's dream of becoming a military fighter pilot is, at the very least, in grave jeopardy. Moreover, Midshipman-Y continues to suffer

from debilitating emotional distress resulting in nightmares, the inability to concentrate, panic attacks, irritability, and overall mental anguish. This distress is accompanied by physical illness such as sleeplessness, nausea, , elevated heart rate, and other physical symptoms. This emotional and physical distress has forced Midshipman-Y to take a break from her studies and has substantially impaired her ability to function on a day-to-day basis. In addition, it has interfered with her personal and familial relationships and has overall changed her personality.

**COUNT I**  
**JONES ACT – NEGLIGENCE**  
**46 U.S.C. § 30104**

109. Plaintiff repeats and re-alleges paragraphs 1 through 108 above.

110. At all times material, Midshipman-Y was employed by Defendant Maersk as a seaman, within the definition of the Jones Act, to serve as a member of the crew of the ship M/V Alliance Fairfax, a vessel registered and documented under the law of the United States of America, which was in navigable waters on the dates and times of the severe sexual harassment and unwanted touching.

111. Maersk owed Midshipman-Y the duty to provide a safe place to work such that Midshipman-Y could perform the job obligations in a reasonably safe manner and live aboard the vessel free from sexual violence and/or sexual harassment, and to follow industry standards, guidelines and other materials constituting the standard of care.

112. Maersk breached the foregoing duties, in (among other ways) the following respects, by:

- a. Failing to use reasonable care to provide Midshipman-Y with a safe place to work and live on the ship;
- b. Requiring Midshipman-Y to work under hostile conditions;

- c. Failing to maintain and/or enforce reasonable rules and regulations regarding preventing sexual harassment and/or battery;
- d. Negligently assigning Midshipman-Y as one of only two female crewmembers aboard a vessel of male crewmembers without adequate protection of Midshipman-Y;
- e. Failing to provide adequate security to Midshipman-Y, one of only two female crewmembers aboard the ship;
- f. Failing to warn Midshipman-Y of the unreasonably dangerous conditions which existed aboard the ship;
- g. Failing to implement standard security features aboard the vessel such as staterooms with unique keys;
- h. Failing to install security cameras in the passageways leading to crewmembers' staterooms in order to deter sexual assault and harassment;
- i. Failing to perform adequate background checks on its crew;
- j. Failing to provide adequate training, instruction, and supervision of its crewmembers;
- k. Negligently hiring, retaining and/or supervising crewmembers who exhibited harassing behavior or dangerous propensities; and
- l. Failing to follow industry standards, guidelines and other materials constituting the standard of care.

113. As a direct and proximate result of Maersk's breach of the foregoing legal duties and negligence, Midshipman-Y suffered physical and emotional injury, pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, loss past and future wages,

and other harms and losses to be proven at trial. These losses and injuries are either permanent or continuing and Midshipman-Y will suffer these losses and injuries in the future.

114. Plaintiff is entitled to compensatory damages, costs, interests, and pre-judgment interest, and award of any and all other applicable relief.

**COUNT II**  
**UNSEAWORTHINESS**

115. Plaintiff re-alleges paragraphs 1 through 108 and alleges as follows:

116. At all times material hereto, Defendant owned, operated, maintained, or controlled the Alliance Fairfax, and employed and controlled the crew, and implemented work practices aboard the Alliance Fairfax.

117. At all times material hereto, Maersk owed Midshipman-Y the non-delegable duty to provide Midshipman-Y with a seaworthy vessel upon which to work and live free from sexual harassment, unwanted touching and discrimination.

118. Maersk breached the foregoing duties by (among other things) failing to provide Midshipman-Y with a seaworthy vessel on which to work. The Alliance Fairfax was unseaworthy by reason of the following:

- a. Failing to use reasonable care to provide Midshipman-Y with a safe place to work and live on the ship;
- b. Requiring Midshipman-Y to work under hostile conditions;
- c. Negligently assigning Midshipman-Y as one of the only two female crewmembers aboard a vessel of male crewmembers without adequate protection to Midshipman-Y;
- d. Failing to provide adequate security to Midshipman-Y, one of the only two female crewmembers aboard the ship;

- e. Failing to warn Midshipman-Y of the unreasonably dangerous conditions which existed aboard the ship;
- f. Failing to maintain and enforce reasonable rules and regulations regarding preventing, sexual harassment, sexual assault and discrimination;
- g. Failing to implement standard security features aboard the ship such as staterooms with unique keys;
- h. Failing to install security cameras in the passageways leading to crewmembers' staterooms in order to deter sexual assault and harassment;
- i. Failing to perform adequate background checks on its crew;
- j. Failing to provide adequate training, instruction, and supervision of its crew members;
- k. Negligently hiring, retaining and/or supervising crewmembers who exhibited harassing behavior or dangerous propensities; and
- l. Failing to follow industry standards, guidelines and other materials constituting the standard of care.

119. The unseaworthiness of Defendant's vessel and/or the unsafe workplace provided to Midshipman-Y was the legal cause of the injuries sustained by Midshipman-Y.

120. Plaintiff in no way contributed to the unseaworthiness of the vessel.

121. As a direct and proximate result of Maersk's breach of the foregoing legal duties and the unseaworthiness of the vessels, Midshipman-Y suffered physical and emotional injury, pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, loss of earnings, loss of past and future wages, and other harms and losses to be proven at trial. These

losses and injuries are either permanent or continuing and Midshipman-Y will suffer these losses and injuries in the future.

122. Plaintiff is entitled to compensatory damages, costs, interests, and pre-judgment interest, and award of any and all other applicable relief.

**COUNT III**  
**VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW —**  
**SEXUAL HARASSMENT/HOSTILE WORK ENVIRONMENT**  
**N.Y. Exec. L. § 296**

123. Plaintiff repeats and re-alleges paragraphs 1 through 108 above.

124. From July 8, 2021 through August 23, 2021, Maersk employed Plaintiff as a Deck Cadet aboard the Alliance Fairfax. Throughout Plaintiff's time aboard the Alliance Fairfax, Maersk served as her employer.

125. Defendant subjected Plaintiff to discrimination by subjecting her to inferior terms, conditions, and privileges of employment on account of her sex, in violation of New York State Human Rights Law ("NYSHRL").

126. Plaintiff was subjected to unwelcome sexual harassment based on her sex. She was subjected to unwelcome sexual conduct, including sexual comments and sexual advances. She rejected the unwelcome sexual advances.

127. A reasonable person would consider that she was being treated less well than male employees under all of the circumstances. Plaintiff actually considered that she was being treated less well than male employees because she is female.

128. A reasonable person would have considered the conduct to be significant and not be trivial inconveniences or petty slights. Plaintiff actually considered the conduct to be significant and not trivial or petty.

129. Defendant created, enabled, fostered, maintained and/or otherwise failed to prevent or to remedy a hostile work environment that included, among other things, severe and pervasive sexual harassment of the plaintiff.

130. Plaintiff was severely and repeatedly sexually harassed by the Electrician during her employment on the Alliance Fairfax.

131. Defendant, including its officers and crewmembers aboard the Alliance Fairfax, knew of the Electrician's conduct and accepted it and/or failed to take immediate and appropriate corrective action.

132. In the exercise of reasonable care, Defendant should have known of the Electrician's conduct and failed to exercise reasonable diligence to prevent such conduct.

133. Defendant lacked an adequate, meaningful, and responsive procedure for investigating complaints of discriminatory practices by its crewmembers and for taking appropriate action against those persons who are found to have engaged in such practices.

134. Defendant failed to effectively enforce its SASH prevention policies against such practices by crewmembers.

135. As a result of Defendant's unlawful conduct, Plaintiff has suffered and will suffer harm, including but not limited to emotional distress, reputational harm, lost future employment opportunities, financial losses, and other economic damages and non-economic damages.

136. As a direct and proximate result of Defendant's unlawful conduct in violation 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.

137. As a direct and proximate result of Defendant's unlawful conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional



distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

138. Defendant's conduct has amounted to willful and wanton negligence, recklessness, and/or a conscious disregard of the rights of others or conduct so reckless as to amount to such disregard, entitling her to punitive damages.

139. Plaintiff is entitled to all remedies available for violations of the New York State Human Rights Law, including back pay, front pay, compensatory damages, punitive damages, attorneys' fees, costs, and other appropriate relief.

**COUNT IV**  
**VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW —**  
**GENDER DISCRIMINATION**  
N.Y. Exec. L. § 296

140. Plaintiff repeats and re-alleges paragraphs 1 through 108 above.

141. From July 8, 2021 through August 23, 2021, Maersk employed Plaintiff as a Deck Cadet aboard the Alliance Fairfax. Throughout Plaintiff's time aboard the Alliance Fairfax, Maersk served as her employer.

142. Defendant has discriminated against Plaintiff on the basis of her gender, in violation of the NYSHRL, by denying her the same terms and conditions available to male employees, including, but not limited to, subjecting her to disparate working conditions, and denying Plaintiff the opportunity to work in an employment setting free of unlawful discrimination and harassment.

143. Defendant created, enabled, fostered, maintained and/or otherwise failed to prevent or to remedy a hostile work environment that included, among other things, severe and pervasive harassment based on her gender.

144. On account of Plaintiff's gender, the Chief Mate repeatedly berated and degraded Plaintiff and forced her to perform menial tasks outside her job description. As such, the Chief Mate treated Plaintiff less favorably than similarly situated male crewmembers.

145. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation 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.

146. 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, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

147. Defendant's conduct has amounted to willful and wanton negligence, recklessness, and/or where there is a conscious disregard of the rights of others or conduct so reckless as to amount to such disregard, entitling her to punitive damages.

148. Plaintiff is entitled to all remedies available for violations of the New York State Human Rights Law, including back pay, front pay, compensatory damages, punitive damages, attorneys' fees, costs, and other appropriate relief.

**COUNT V**  
**VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 —**  
**SEXUAL HARASSMENT/HOSTILE WORK ENVIRONMENT**  
**42 U.S.C. § 2000(e) *et seq.***

149. Plaintiff repeats and re-alleges paragraphs 1 through 108 above.

150. Defendant has discriminated against Plaintiff by creating and maintaining a hostile work environment where an ongoing, severe, or pervasive pattern and practice of sexual harassment persists in violation of Title VII.

151. Plaintiff was subject to unwelcome sexual harassment based on her sex. She was subject to unwelcome sexual conduct, including sexual comments and sexual advances. She rejected the unwelcome sexual advances.

152. Defendant, including its officers and crewmembers aboard the Alliance Fairfax, knew of the Electrician's conduct and accepted it and/or failed to take immediate and appropriate corrective action.

153. Defendant's conduct has been malicious and with reckless indifference to Plaintiff's rights, entitling her to punitive damages.

154. As a result of Defendant's unlawful conduct, Plaintiff will suffer harm, including but not limited to lost earnings, lost benefits, and other severe financial losses, as well as humiliation, embarrassment, emotional and physical distress and mental anguish.

155. Plaintiff is entitled to all legal and equitable remedies available for violations of Title VII, including back pay, front pay, compensatory damages, punitive damages, and other appropriate relief. Attorneys' fees should be awarded under 42 U.S.C. § 2000e-5(k).

**COUNT VI**  
**VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964—**  
**GENDER DISCRIMINATION IN TERMS AND CONDITIONS OF EMPLOYMENT**  
**42 U.S.C. § 2000(e) *et seq.***

156. Plaintiff repeats and re-alleges paragraphs 1 through 108 above.

157. Defendant has discriminated against Plaintiff by subjecting her to different treatment on the basis of her gender.

158. Defendant has discriminated against Plaintiff by treating her differently from and less preferably than similarly situated male employees and by subjecting her to disparate terms and conditions of employment in violation of Title VII.

159. Defendant's differential treatment of Plaintiff is a direct and proximate result of

gender discrimination.

160. Defendant has failed to prevent, respond to, adequately investigate, and/or appropriately resolve instances of gender discrimination in the workplace.

161. Defendant's conduct has been malicious and with reckless indifference to Plaintiff's rights, entitling her to punitive damages.

162. As a result of Defendant's unlawful discrimination, Plaintiff has suffered and will suffer harm, including but not limited to lost earnings, lost benefits, and other severe financial losses, as well as humiliation, embarrassment, emotional and physical distress and mental anguish.

163. Plaintiff is entitled to all legal and equitable remedies available for violations of Title VII, including back pay, front pay, compensatory damages, punitive damages, and other appropriate relief. Attorneys' fees should be awarded under 42 U.S.C. § 2000e-5(k).

#### **PRAYER FOR RELIEF ON CLAIMS**

WHEREFORE, Plaintiff prays that this Court:

A. Award Plaintiff all of her damages under the Jones Act, General Maritime Law, New York State Human Rights Law, and Title VII of the Civil Rights Act of 1964, as amended including back pay, front pay, compensatory damages, and punitive damages;

B. Award Plaintiff all attorneys' fees, costs, and expenses available under law;

C. Award Plaintiff all pre-judgment interest and post-judgment interest available under law; and

D. Award Plaintiff such additional and further relief as this Court may deem just and proper.

#### **JURY TRIAL DEMAND**

Plaintiff requests a jury trial on all issues so triable as a matter of right.

Dated: June 13, 2022

Respectfully submitted,

/s/ Carolin Guentert

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\* *pro hac vice to follow*

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