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All names, entities, and facts are invented; no client, case, or court filing is involved.**

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

JORDAN ELLISON,

Plaintiff,

- against -

KESTREL POINT FREIGHT SERVICES, INC.,
KEVIN MARSH, and DANA WHITCOMB,

Defendants.

Civil Action No. _____

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jordan Ellison, by her attorneys, alleges as follows against Defendants Kestrel Point Freight Services, Inc. ("Kestrel Point"), Kevin Marsh, and Dana Whitcomb:

NATURE OF THE ACTION

1. Kestrel Point fired its Senior Dispatcher four weeks after she asked to sit at a console that already had a chair. She also asked to skip lifting her job did not require and to take two short breaks. Her obstetrician supported each request. Kestrel Point offered unpaid leave instead and did nothing else.

2. When Ms. Ellison complained in writing that this was pregnancy discrimination, Kestrel Point gave her the first written warning of her career, for a pre-approved prenatal appointment. Fourteen days later it terminated her, citing a "restructuring." Twenty-four days after that, it advertised her job on its own website.

3. Plaintiff brings claims for pregnancy discrimination, failure to accommodate, and retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended

by the Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k); the Pregnant Workers Fairness Act, 42 U.S.C. § 2000gg et seq.; the New York State Human Rights Law, N.Y. Exec. Law § 290 et seq. ("NYSHRL"); and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 et seq. ("NYCHRL").

JURISDICTION AND VENUE

4. This Court has subject-matter jurisdiction over Plaintiff's federal claims under 28 U.S.C. § 1331 and 42 U.S.C. § 2000e-5(f)(3), and supplemental jurisdiction over her state and city claims under 28 U.S.C. § 1367(a). Those claims arise from the same facts.

5. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) and 42 U.S.C. § 2000e-5(f)(3). The unlawful employment practices occurred at Kestrel Point's facility in Long Island City, Queens County, and Plaintiff would have continued working there but for those practices.

ADMINISTRATIVE PREREQUISITES

6. On April 30, 2026, within 300 days of the acts complained of, Plaintiff filed a timely charge of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC"), Charge No. 520-2026-0XXXX. Under the EEOC's worksharing agreement, the charge was dual-filed with the New York State Division of Human Rights.

7. On September 8, 2026, the EEOC issued Plaintiff a Notice of Right to Sue under 29 C.F.R. § 1601.28(a)(2). Plaintiff received it on September 10, 2026. She files this action within 90 days of receipt.

8. Because the EEOC made the State Division of Human Rights filing to comply with 42 U.S.C. § 2000e-5(c), that filing does "not constitute the filing of a complaint" under N.Y. Exec. Law § 297(9). It does not bar Plaintiff's NYSHRL claims in this Court.

9. Before filing, Plaintiff served a copy of this Complaint on the New York City Commission on Human Rights and the Corporation Counsel of the City of New York, as required by N.Y.C. Admin. Code § 8-502(c).

PARTIES

10. Plaintiff Jordan Ellison is a woman who resides in Queens County, New York. At all relevant times she was an "employee" within the meaning of 42 U.S.C. §§ 2000e(f) and 2000gg(3), the NYSHRL, and the NYCHRL.

11. Defendant Kestrel Point Freight Services, Inc. is a New York corporation with its principal place of business at 41-20 Vernon Boulevard, Long Island City, New York 11101. On its website, Kestrel Point describes itself as employing "over 250 team members across three New York locations." It is an "employer" under 42 U.S.C. § 2000e(b), N.Y. Exec. Law § 292(5), and N.Y.C. Admin. Code § 8-102, and a "covered entity" under 42 U.S.C. § 2000gg(2).

12. Defendant Kevin Marsh is, and at all relevant times was, Kestrel Point's Operations Manager at the Long Island City facility and Plaintiff's direct supervisor. He had authority to discipline Plaintiff and to recommend her termination, and he exercised both. He is sued under the NYSHRL and NYCHRL only.

13. Defendant Dana Whitcomb is, and at all relevant times was, Kestrel Point's Human Resources Manager. She decided Plaintiff's accommodation request and took part in the decision to terminate her. She is sued under the NYSHRL and NYCHRL only.

FACTUAL ALLEGATIONS

Plaintiff's employment and record

14. Kestrel Point hired Plaintiff on March 4, 2024 as a Dispatch Coordinator and promoted her to Senior Dispatcher on January 6, 2025.

15. As Senior Dispatcher, Plaintiff assigned drivers and loads, tracked shipments, and resolved routing problems from a dispatch console. The console is a seated workstation with a chair.

16. Kestrel Point's own posted job description for Senior Dispatcher lists "coordinate driver assignments," "monitor shipments in real time," and "resolve routing exceptions." It does not list lifting. On information and belief, warehouse associates, not dispatchers, handle freight.

17. Plaintiff's December 12, 2025 performance review, her only review as Senior Dispatcher, rated her "Exceeds Expectations." Before March 6, 2026, she had never been disciplined.

Plaintiff's pregnancy and accommodation request

18. On February 10, 2026, Plaintiff told Kevin Marsh that she was pregnant.

19. On February 17, 2026, Plaintiff emailed Dana Whitcomb a note from her obstetrician. It requested, for the remainder of her pregnancy, that Plaintiff (a) not lift more than 20 pounds; (b) be permitted to sit while working at the dispatch console; and (c) receive two additional ten-minute breaks per shift.

20. Each limitation was a known limitation related to pregnancy within the meaning of 42 U.S.C. § 2000gg(4).

21. On February 19, 2026, in the dispatch office and in front of a coworker, Kevin Marsh told Plaintiff: "Dispatch isn't a desk job for someone who's expecting. Maybe you should think about whether this is the right place for you right now."

22. On February 20, 2026, Dana Whitcomb replied by email that "the only available accommodation is unpaid leave."

23. Neither Dana Whitcomb nor anyone else at Kestrel Point asked Plaintiff about her limitations, discussed any alternative, or identified any hardship that sitting, avoiding lifting, or two short breaks would cause. Kestrel Point never engaged in a cooperative dialogue with Plaintiff, as N.Y.C. Admin. Code § 8-107(28)(a)(3) requires, and never gave her the written final determination that § 8-107(28)(d) requires.

24. Under the Pregnant Workers Fairness Act, an employer may not require an employee to take leave if another reasonable accommodation can be provided. 42 U.S.C. § 2000gg-1(4). Sitting at a seated workstation, not performing lifting the job does not require, and two ten-minute breaks are reasonable accommodations that would have let Plaintiff keep working.

Plaintiff's complaint and Defendants' response

25. On February 24, 2026, Plaintiff emailed Dana Whitcomb that Kevin Marsh's comment and the denial of her request were pregnancy discrimination. She renewed her request for the three accommodations.

26. No one responded to that email.

27. On March 6, 2026, ten days after Plaintiff's complaint, Kevin Marsh issued her a first written warning for "attendance." The only absence it cited was a March 2, 2026 prenatal appointment, which Plaintiff had requested through Kestrel Point's leave system and which had been approved.

28. On March 20, 2026, fourteen days after the warning and twenty-four days after her complaint, Dana Whitcomb and Kevin Marsh terminated Plaintiff's employment. They told her that her position had been eliminated in a "restructuring."

29. That explanation is false. On April 13, 2026, Kestrel Point posted an opening for a "Senior Dispatcher" at the Long Island City facility on its own careers page. The posted duties were the same as Plaintiff's. Plaintiff saved a copy of the posting that day.

30. On information and belief, Kestrel Point eliminated no other dispatch position in March 2026.

31. Defendants acted intentionally and with malice or reckless indifference to Plaintiff's protected rights.

Damages

32. As a result of Defendants' conduct, Plaintiff has lost wages and benefits, including employer-sponsored health insurance in the last months of her pregnancy. She has also suffered emotional distress, anxiety, and humiliation.

FIRST CLAIM FOR RELIEF

(Pregnancy Discrimination: Title VII, 42 U.S.C. §§ 2000e(k), 2000e-2(a)(1), against Kestrel Point)

33. Plaintiff repeats the allegations above.

34. Kestrel Point discriminated against Plaintiff in the terms and conditions of her employment, and terminated her, because of her sex, including her pregnancy.

SECOND CLAIM FOR RELIEF

(Failure to Accommodate: Pregnant Workers Fairness Act, 42 U.S.C. § 2000gg-1, against Kestrel Point)

35. Plaintiff repeats the allegations above.

36. Kestrel Point failed to make reasonable accommodations for Plaintiff's known pregnancy-related limitations and required her to take leave when other reasonable accommodations were available, in violation of 42 U.S.C. § 2000gg-1(1) and (4).

37. Kestrel Point took adverse action against Plaintiff, including discipline and termination, because she requested reasonable accommodation, in violation of 42 U.S.C. § 2000gg-1(5).

THIRD CLAIM FOR RELIEF

(Retaliation: Title VII, 42 U.S.C. § 2000e-3(a), and PWFA, 42 U.S.C. § 2000gg-2(f)(1), against Kestrel Point)

38. Plaintiff repeats the allegations above.

39. Plaintiff engaged in protected activity when she requested accommodation and when she complained in writing of pregnancy discrimination on February 24, 2026.

40. Kestrel Point retaliated against Plaintiff by issuing the March 6, 2026 written warning and terminating her on March 20, 2026, because of that protected activity.

FOURTH CLAIM FOR RELIEF

(Discrimination, Failure to Accommodate, and Retaliation: NYSHRL, N.Y. Exec. Law §§ 296(1)(a), 296(3), 296(7), against Kestrel Point; Aiding and Abetting and Retaliation, §§ 296(6), 296(7), against Marsh and Whitcomb)

41. Plaintiff repeats the allegations above.

42. Kestrel Point discriminated against Plaintiff because of her sex and pregnancy, refused to reasonably accommodate her pregnancy-related condition, and retaliated against her for opposing discrimination.

43. Kevin Marsh and Dana Whitcomb actually participated in this conduct, aided and abetted it, and personally retaliated against Plaintiff for opposing discrimination.

FIFTH CLAIM FOR RELIEF

(Discrimination, Failure to Accommodate, Failure to Engage in Cooperative Dialogue, and Retaliation: NYCHRL, N.Y.C. Admin. Code §§ 8-107(1)(a), 8-107(22), 8-107(28), 8-107(7), 8-107(6), against all Defendants)

44. Plaintiff repeats the allegations above.

45. Defendants treated Plaintiff less well than other employees because of her gender and pregnancy. They failed to reasonably accommodate her pregnancy, failed to engage in a cooperative dialogue or provide a written final determination, and retaliated against her for requesting accommodation and opposing discrimination.

46. Kevin Marsh and Dana Whitcomb are individually liable as employees who participated in the conduct and who aided and abetted it.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor and against Defendants, jointly and severally where the law permits, awarding:

- (a) a declaration that Defendants' conduct violated Title VII, the PWFA, the NYSHRL, and the NYCHRL;
- (b) back pay and lost benefits, with prejudgment interest;
- (c) reinstatement or, in the alternative, front pay;
- (d) compensatory damages for emotional distress;
- (e) punitive damages under 42 U.S.C. § 1981a(b)(1) (applicable to the PWFA claims through 42 U.S.C. § 2000gg-2(a)(3)), N.Y. Exec. Law § 297(9), and N.Y.C. Admin. Code § 8-502(a);
- (f) reasonable attorneys' fees, expert fees, and costs under 42 U.S.C. § 2000e-5(k), 42 U.S.C. § 2000gg-2(a)(2) (incorporating 42 U.S.C. § 1988(b)–(c)), N.Y. Exec. Law § 297(10), and N.Y.C. Admin. Code § 8-502(g); and
- (g) such other relief as the Court deems just and proper.

JURY DEMAND

Under Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury on all issues so triable.

Dated: New York, New York
[Date]

Respectfully submitted,

[ATTORNEY NAME]

[FIRM]

[Address]

[Telephone] | [Email]

Attorneys for Plaintiff