

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

<p>PAMELA JOHNSTON, Plaintiff, -against- ELECTRUM PARTNERS, LLC and LESLIE BOCSKOR, Defendants.</p>	<p>Civil Action No.: _____</p> <p>JURY TRIAL DEMANDED</p>
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PAMELA JOHNSTON (“Ms. Johnston” or “Plaintiff”), by and through her counsel, The Law Office of John T. Brennan, for her complaint against ELECTRUM PARTNERS, LLC (“Electrum”) and LESLIE BOCSKOR (“Mr. Bocskor” and, with Electrum, “Defendants”) states as follows:

NATURE OF THE CLAIMS

1. Ms. Johnston states claims against Electrum and Mr. Bocskor for violations of the New York City Human Rights Law stemming from her wrongful and discriminatory discharge undertaken because she told her employer she was suffering from cancer and because she engaged in protective activity in reporting certain sexual activities taking place at Electrum. Electrum and Mr. Bocskor’s actions discriminated against Ms. Johnston because she is disabled and because Defendants retaliated against her in violation of the New York City Human Rights Law.

PARTIES

2. Ms. Johnston is a 25-year-plus veteran of the public relations industry. Throughout her career, she has been a sought-after advisor for governments, Fortune 100 companies, investors, start-ups and established brands. Beginning in March 2016, Plaintiff became an employee of Electrum.

3. Electrum, founded in 2014, provides advisory services to firms and individuals in the medical and recreational cannabis industries, as well as ancillary businesses.

4. Mr. Bocskor is the founder and an owner of Electrum. He is the self-described undisputed choice as the voice on cannabis issues and business, from state-of-the-art technology and best practices, to policy, industry financing and expansion.

JURISDICTION & VENUE

5. Ms. Johnston is a resident of New York, New York, both living at and working out of 260 West 52nd 4, New York, New York 10019.

6. Electrum is a limited liability company organized pursuant to the laws of the State of Nevada, with its headquarters located at 3571 East Sunset Road, Suite 300, Las Vegas, Nevada 89120.

7. Electrum does business and transacts business in the State of New York, including business related to the tortious and other unlawful conduct described below.

8. At all times relevant to the allegations stated in this complaint, Electrum had four or more employees.

9. Electrum is not qualified to do business in the State of New York.

10. Mr. Bocskor is the president of Electrum. Upon information and belief, Mr. Bocskor is also a managing member of Electrum.

11. Mr. Bocskor is a resident of the State of Nevada and currently resides at 1900 Waldman Avenue, Las Vegas, Nevada 89102.

Subject Matter Jurisdiction

12. This Court has subject matter jurisdiction over the claims stated herein pursuant to §8-502(a) of the NYCHRL and 28 U.S.C. §1332(a)(1) in that Plaintiff is bringing claims under the NYCHRL and Plaintiff and each of the Defendants are residents of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

Personal Jurisdiction

13. This Court has personal jurisdiction over Electrum, pursuant to CPLR §302, due to Defendants' activities giving rise to the claims herein, violations of the NYCHRL, which had deleterious and injurious effects in New York, New York, in that they detrimentally effected Ms. Johnston causing her damages.

14. The Court has personal jurisdiction over Electrum, pursuant to CPLR §302, due to its consistent and systematic contacts with New York, New York, amounting to both doing business and/or transacting of business within New York, New York, during the period it employed Ms. Johnston.

15. Many of Electrums contacts with New York relate directly to its employment of Ms. Johnston. For example:

a. Electrum specifically hired Ms. Johnston to act as its Senior Vice President for Strategy and Special Projects (“SVP”), intending that she would work in New York, New York;

b. Ms. Johnston did, in fact, work as Electrum’s employee and was based in New York, New York;

c. Ms. Johnston's apartment served as Electrum's New York, New York office and Electrum executives and employees traveled to New York, New York to hold business related events at her apartment in order to promote Electrum's business;

d. Electrum holds itself out as being located in both New York, New York and Las Vegas, Nevada:

i. Electrum designed, printed and supplied businesses cards for Ms. Johnston indicating that it had both New York, New York and Las Vegas, Nevada locations;

ii. Electrum press releases issued during the period when Ms. Johnston was employed by Electrum often stated that Electrum was based in both New York, New York and Las Vegas, Nevada; and

iii. Electrum allowed articles to be published about it in which it was described as having a New York, New York office.

e. During Ms. Johnston's tenure as Electrum's SVP, Electrum negotiated with a prospective employee to assist Ms. Johnston in her carrying out her duties as Electrum's SVP;

f. During Ms. Johnston's tenure as Electrum's SVP, Electrum offered the aforementioned prospective employee a job that required the prospective employee to work in New York, New York; and

g. As recently as October 2, 2017, Electrum advertised on its website to hire a graphic artist who would work in New York, New York.

16. Other contacts that Electrum had with New York, New York indicate the on-going and systematic nature of the contacts that Electrum had with the city:

a. In 2015, Electrum attempted to launch a pooled investment fund known as Electrum Fund, LLC (“the Fund”), which, according to Securities & Exchange Commission (“SEC”) filings (sworn to by Mr. Bocskor, pursuant to 18 U.S.C. §1001) had its place of business at 767 3rd Avenue, 32nd Floor, New York, New York 10017;

b. In its attempts to launch the Fund, Electrum engaged the services of financial advisor, Legend Securities, Inc. (“Legend”), headquartered at 45 Broadway, New York, New York 10006; upon information and belief, in 2017, Legend, facing numerous complaints from customers and formal charges brought by the Financial Industry Regulatory Authority, voluntarily gave up its licenses to participate in the securities industry;

c. The pooled investment fund was not successful and according to a December 2016 SEC filing, the Fund closed the offer in November 2016, with no one having invested; and

d. Upon information and belief, during the time that the Fund’s investment offer was open, Electrum officers traveled to New York, New York to meet with representatives of Legend and other individuals and firms for the purpose of managing the offer and dealing with regulatory, marketing and other matters relating to the Fund.

17. This Court has personal jurisdiction over Mr. Bocskor, pursuant to CPLR §302, due to his activities giving rise to the claims herein, violations of the NYCHRL, which had deleterious and injurious effects in New York, New York, in that they detrimentally effected Ms. Johnston causing her damages.

18. The Court has personal jurisdiction over Mr. Bocskor, pursuant to CPLR §302, due to his consistent and systematic contacts with New York, New York, amounting to

either doing business or transacting of business within New York, New York, during the period Electrum employed Ms. Johnston.

a. Mr. Bocskor approved the terms of Ms. Johnston's employment by Electrum with her, via email and telephone communications between Las Vegas, Nevada and New York, New York:

b. Mr. Bocskor made the offer of employment with Electrum to Ms. Johnston via telephone from Las Vegas, Nevada to New York, New York.

c. Mr. Bocskor was Ms. Johnston's direct supervisor and directed her work as Electrum's SVP, generally via email and telephone contact with her, generally between Las Vegas, Nevada and New York, New York.

d. Mr. Bocskor and other Electrum executives and employees regularly traveled from Las Vegas, Nevada to New York, New York for the purpose of conducting Electrum's business and, during the course of that business, meeting with Ms. Johnston.

e. Mr. Bocskor and other Electrum executives traveled to New York, New York to attend trade shows and other meetings among industry participants;

f. Mr. Bocskor supplied Ms. Johnston's Electrum business cards, which showed Electrum as having Las Vegas, Nevada and New York, New York locations; and

g. Mr. Bocskor fired Ms. Johnston from her employment as Electrum's SVP via an email sent on a Saturday from his counsel to her in New York, New York.

Venue

19. This Court is the appropriate forum within which to adjudicate these claims pursuant to 28 U.S.C. §1391(b)(2) in that a substantial portion of the events or omissions giving rise to the claims stated herein occurred in New York, New York.

FACTS COMMON TO ALL CLAIMS

20. In or around June 2016, Electrum hired Ms. Johnston, making her its Senior Vice President of Strategy and Special Projects.

21. Mr. Bocskor was the Electrum employee most responsible for negotiating the terms of Ms. Johnston's employment by Electrum and her promotion.

22. Ms. Johnston performed her obligations as an Electrum employee at all relevant times.

23. During her employment, Ms. Johnston became involved in the day-to-day operations of Electrum:

a. As it was operating in a dynamic business environment, Electrum was eager to optimize communications among Electrum employees and maximize key players' access to up-to-date management information. Accordingly, Electrum was continually testing new communication and information sharing platforms and applications. Following the commencement of her employment, Electrum provided Ms. Johnston with increased access to these sharing platforms and applications, which gave her the ability to review the company's most sensitive financial and management information; and

b. Following the commencement of her employment, Ms. Johnston began to have regularly scheduled meetings and communications with Mr. Bocskor and Electrum's other senior management.

24. Following the commencement her employment, because Ms. Johnston had access to Electrum's detailed financial information, through QuickBooks and other programs, she started analyzing Electrum's expenses and made numerous recommendations to Mr. Bocskor and other members of Electrum's senior management regarding how they could cut expenses; moreover, she personally acted on several of these. These included:

a. She continually sought discounts and rebates from hotels and airlines, to the extent that Mr. Bocskor and other Electrum executives joked that Ms. Johnston viewed getting discounts as a sport;

b. Ms. Johnston, when she had to travel for Electrum, stayed in hotels at extremely low rates that she negotiated, in order to provide an example for other Electrum personnel that they should seek out cost-savings with respect to corporate travel. She once even stayed at an AirBnB's, on a trip to Washington, D.C., sharing the accommodations with Mr. Bockor's family in a single unit; and

c. Ms. Johnston attempted to get Mr. Bocskor's assistant to book travel and related accommodations in advance, in order to save the company money, but Mr. Bocskor was constantly changing his travel plans and the anticipated savings never materialized.

25. As an employee of Electrum, Ms. Johnston attempted to bring consistency and regularity to internal company communications by following through on weekly wrap-up sessions with Mr. Bocskor and weekly meetings with Adam Cohen, another Electrum executive.

26. During her tenure as an employee of Electrum, Ms. Johnston also noted several instances of inappropriate romantic and sexual activity in and around the Nevada, Las Vegas office and at locations when Electrum employees were travelling:

a. One instance involved one of the managing members of Electrum and the Las Vegas office's office manager, who were involved in an affair that was common knowledge around the company. Ms. Johnston was concerned that this relationship could have a detrimental effect on morale among the employees and that, given involved an executive and his subordinate, it posed a risk to the company. Ms. Johnston reported her concerns to Mr. Bocskor, who did nothing to address the situation.

b. Ms. Johnston urged Mr. Bocskor to institute a dress code, when a female employee started arriving at work without wearing any undergarments. Ms. Johnston tried to impress upon Mr. Bocskor that it would undermine the company's corporate culture and reputation for employees to bare their genitals in a work setting. Mr. Bocskor, however, insisted such restrictions would be anathema to the marijuana community.

c. Ms. Johnston also brought another Las Vegas office affair to Mr. Bocskor's attention. It involved another male executive and an administrative assistant. To Ms. Johnston, this situation also raised the risk of depressing morale and exposing the company to potential liability. Of particular concern to Ms. Johnston was the fact that the executive in question had propositioned two women in the company before taking up with the administrative assistant. Again, out of concern for the company, Ms. Johnston brought this situation to Mr. Bocskor's attention and, again, while acknowledging the potential problems with it, he did nothing to address it.

d. During a company outing in New York, New York, following dinner with an Electrum investor, the aforementioned executive and administrative assistant were in the back row of a crowded Uber-van, along with the company's investor; Ms. Johnston and one other Electrum employee were also in the van. While they headed to their post-dinner

destination, the executive and the administrative assistant were in the back seat groping each other's genitals. This situation greatly embarrassed Ms. Johnston, the other employee and, upon information and belief the investor. Ms. Johnston complained about this conduct to Electrum's human resources director. To Ms. Johnston's knowledge the human resources director did nothing to address the situation.

27. By bringing the aforementioned intra-office sexual activities to the attention of Electrum's management, Ms. Johnston engaged in protected activity.

ELECTRUM AND MR. BOCSKOR VIOLATE THE NYCHRL

28. Following her reporting the aforementioned activity to Electrum's management, Ms. Johnston noted that certain distance began to emerge between her and Electrum's managing members.

29. In early June 2017, Ms. Johnston informed Electrum, by calling and texting Mr. Bocskor and others, that she had been diagnosed with stage four cancer.

30. Initially, Mr. Bocskor was supportive, telling Ms. Johnston that he would loan her money, obtain for her a hard-to-obtain cannabis-based oil that has been used in the treatment of cancer and generally would "have her back" with respect to her day-to-day responsibilities as an Electrum employee.

31. Playing to her sensibilities, Mr. Bocskor *assured* Ms. Johnston that the cannabis-based oil was in the overnight mail on the way to her. It never arrived and this devastated her as she had planned on incorporating it into her treatment for cancer.

32. Mr. Bocskor told Ms. Johnston that the reason Electrum fell behind in its payments to her was because Electrum did not have the money to pay her.

33. Mr. Bocskor advised her that he would try to borrow money so that he could wire her as soon as possible.

34. Mr. Bocskor assured her that he was doing his best to get her paid and that “other employees who do not have an equity interest” could be paid.

35. All of these assurances proved false.

36. By July 2017, Electrum had ceased paying Ms. Johnston under the employment contract.

37. When she expressed alarm at this situation, Electrum fired her. Mr. Bocskor gave the order to fire her through Electrum’s counsel, Zach Conine, who instructed Ms. Johnston that she was to continue to work for Electrum for sixty days, but that she was to speak only to counsel and no longer to have any contact with anybody at Electrum.

38. Later that month, Mr. Conine advised that Adam Cohen, another Electrum Senior Vice President, was to be her “sole point of contact at Electrum.”

39. During August and September 2017, Electrum undertook an audit of Ms. Johnston’s already paid and approved expenses in the hope of generating a pretext to justify the decision to fire Ms. Johnston. One indicator that this audit of the expenses was a pretext was the length of time it took to perform it – more than 60 days – when most, if not all of the expenses had already been approved.

40. Electrum, in large part, was conducting an audit of expenses that had been approved by Electrum (as submitted by Ms. Johnston), and where appropriate, billed to Electrum clients and paid by Electrum clients.

41. Electrum's counsel and Ms. Johnston's counsel exchanged communications regarding this issue in August and September 2017, with Electrum falsely accusing her of submitting improper expenses.

42. In fact, Electrum's complaints about Ms. Johnston's expenses were a mere pretext, through which Electrum and Mr. Bocskor sought to justify their decision to fire her.

43. Electrum and Mr. Bocskor fired Ms. Johnston because she was suffering from cancer. They also fired Ms. Johnston because she had reported intra-company sexual activity that posed a risk to the company – activity undertaken by Electrum executives that Electrum did not want to address.

44. In firing Ms. Johnston and refusing to pay her, Electrum and Mr. Bocskor violated her rights under the NYCHRL.

**FIRST CLAIM
WRONGFUL TERMINATION PURSUANT TO THE NYCHRL
(Against Electrum and Mr. Bocskor)**

45. Ms. Johnston repeats and realleges the facts outlined in ¶¶ 1-44 of her Complaint as if set forth fully at this point.

46. Electrum employed Plaintiff during the period from June 2016 to August 2017.

47. Mr. Bocskor was Plaintiff's direct supervisor during this period.

48. In June 2017, Defendants learned from Ms. Johnston that she had stage four cancer.

49. Shortly after learning this, Defendants fired Ms. Johnston because, among other things, she was suffering from cancer and therefore had a disability pursuant to the NYCHRL.

50. Defendants' action in this regard has caused Ms. Johnston injury and losses in that she has lost income from her oral contract with Electrum and has incurred pain and suffering and humiliation in amounts currently unknown but reasonably expected to be far in excess of the jurisdictional prerequisite of 28 U.S.C. §1332.

**SECOND CLAIM
AIDING AND ABETTING WRONGFUL
TERMINATION PURSUANT TO THE NYCHRL
(Against Mr. Bocskor)**

51. Ms. Johnston repeats and realleges the facts outlined in ¶¶1-44 of her Complaint as if set forth fully at this point.

52. Defendant Electrum fired Ms. Johnston in violation of the non-discrimination provisions of the NYCHRL.

53. In discriminating against Ms. Johnston in this manner, Electrum was significantly aided by Mr. Bocskor.

54. As a result, the Defendants should be held jointly and severally liable for all damages suffered by Plaintiff.

**THIRD CLAIM
UNLAWFUL RETALIATION PURSUANT TO THE NYCHRL
(Against Electrum and Mr. Bocskor)**

55. Ms. Johnston repeats and realleges the facts outlined in ¶¶1-44 of her Complaint as if set forth fully at this point.

56. During her tenure as an employee of Electrum, on several occasions, complained to Electrum's senior management, including Mr. Bocskor, about sexual affairs and activities occurring among Electrum employees, which activities could, in her experience, have a detrimental effect on company morale and potentially subject Electrum to liability.

57. In complaining to Electrum in this manner, Ms. Johnston engaged in protected activity under the NYCHRL.

58. Following her complaints, Electrum fired Ms. Johnston, in part, because she had brought these activities to the company's attention.

59. In so firing Ms. Johnston, Electrum violated the NYCHRL's anti-retaliation provisions.

60. Defendants' action in this regard has caused Ms. Johnston injury and losses in that she has lost income from her oral contract with Electrum and has incurred pain and suffering and humiliation in amounts currently unknown but reasonably expected to be far in excess of the jurisdictional prerequisite of 28 U.S.C. §1332.

**FOURTH CLAIM
AIDING AND ABETTING UNLAWFUL RETALIATION
PURSUANT TO THE NYCHRL
(Against Mr. Bocskor)**

61. Ms. Johnston repeats and realleges the facts outlined in ¶¶1-44 of her Complaint as if set forth fully at this point

62. Defendant Electrum fired Ms. Johnston in violation of the non-retaliation provisions of the NYCHRL.

63. In discriminating against Ms. Johnston in this manner, Electrum was significantly aided by Mr. Bocskor.

64. As a result, the Defendants should be held jointly and severally liable for all damages suffered by Plaintiff.

RELIEF REQUESTED

WHEREFORE, Ms. Johnston prays this Honorable Court to award her the following relief:

- A. Her damages in the form of lost wages, back-pay, front-pay and other monetary relief;
- B. Damages for pain and suffering sufficient to compensate her for the humiliation, loss of enjoyment of life and embarrassment that she has suffered due to Defendants' wrongful and illegal acts;
- C. Punitive and exemplary damages in accord with the NYCHRL;
- D. Require Defendants – who are not qualified to do business in New York – to post a bond sufficient to secure their presence in New York for this litigation and to secure any judgment obtained against them; and
- E. Such other and additional relief as this Honorable Court may deem just and proper.

Dated: October 12, 2017
Brooklyn, New York

Respectfully submitted,



John T. Brennan

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