

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

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NOELLE DUNPHY

Plaintiff,

— vs —

RUDOLPH W. GIULIANI,
GIULIANI PARTNERS, LLC,
GIULIANI GROUP, LLC,
GIULIANI SECURITY & SAFETY, LLC,
JOHN and/or JANE DOES 1-10

Defendants.
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SUMMONS WITH NOTICE

Index No.:

Plaintiff designates New York
County as the place of trial. Trial by
jury is demanded.

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on plaintiffs' attorney within twenty (20) days after service of this summons, exclusive of the date of service, or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York.

PLEASE TAKE NOTICE THAT this is an action brought by NOELLE DUNPHY (hereinafter, "PLAINTIFF") against RUDOLPH W. GIULIANI (hereinafter, "GIULIANI"), in his individual capacity, as well as GIULIANI PARTNERS, LLC, GIULIANI GROUP, LLC, and GIULIANI SAFETY & SECURITY, LLC, (hereinafter, collectively, the "GIULIANI ENTITIES"), in addition to JOHN and/or JANE DOES 1-10 (hereinafter, "DOES"), their

identities and affiliations being unknown to PLAINTIFF at this time, arising from the wrongful conduct of GIULIANI, and the GIULIANI ENTITIES operating under GIULIANI'S managerial direction, during the course of PLAINTIFF'S employment with both GIULIANI, personally, and the GIULIANI ENTITIES, professionally, (hereinafter, together, "DEFENDANTS"), in concert with DOES whose identities are presently unknown but reasonably ascertainable.

Specifically, and upon information and belief, PLAINTIFF alleges the following causes of action: (1) breach of contract; (2) non-payment of wages; (3) unjust enrichment; (4) promissory estoppel; (5) negligent infliction of emotional distress; (6) intentional infliction of emotional distress; (7) sexual harassment; (8) quid pro quo sexual harassment, (9) retaliatory dismissal; (10) legal malpractice; (11) tortious interference; (12) defamation.

PLAINTIFF began her employment with DEFENDANTS in January 2019, having been retained for business development work and other work. PLAINTIFF was professionally qualified for the work offered, with a degree from Columbia University and 17 years of business experience, mainly in business development, marketing, writing, and communications. PLAINTIFF'S Ivy League education, work experience, and large network of potential clients for GIULIANI, made the salary GIULIANI promised reasonably believable and justified according to the marketability of her skill sets, and the value to DEFENDANTS' lucrative business operations. The salary was comparable to that of MARIA RYAN ("MARIA"), who was paid approximately \$1 million a year. In 2018, MARIA, due to holding a consuming, full-time job out-of-state, and running her family household out-of-state, would work in person for Giuliani.

At all times material to the causes of action alleged herein, DEFENDANT reported directly to GIULIANI, who exercised full supervisory control over PLAINTIFF'S work for GIULIANI, in his personal capacity, as well as his professional capacity as a managing member

of the GIULIANI ENTITIES. GIULIANI directly supervised the times, locations, manners, objectives, and other specific details of PLAINTIFF'S work product, which was, pursuant to PLAINTIFF'S employment agreement, performed only on behalf of DEFENDANTS, to the exclusion of PLAINTIFF'S other potential employment and income.

DEFENDANTS routinely expensed PLAINTIFF'S activities via the official, corporate GIULIANI ENTITIES credit card. PLAINTIFF did, on occasion, incur employment-related expenses on her personal cards, which remain unreimbursed to this day, despite the promises of DEFENDANTS to cover said expenditures. PLAINTIFF'S time was consumed by work-related duties through 2021.

From the beginning of PLAINTIFF'S employment in 2019, DEFENDANTS, under GIULIANI'S leadership, maintained a toxic and sexually hostile work environment, pervaded by disparaging and discriminatory comments directed against women, minorities, and those suspected of "disloyalty" on a thin-to-nonexistent evidentiary basis. Despite attempting to cultivate a public image of himself as "America's Mayor," GIULIANI frequently made racist, bigoted, anti-Semitic, anti-LGBTQ, and misogynistic remarks, often during confused and hostile alcohol-laced tirades, further reinforcing the toxicity of the workplace operating under his direction, adding to the chronic and pervasive violations of applicable New York State and New York City laws prohibiting discrimination in the workplace.

During this time, GIULIANI'S publicly documented abuse of alcohol worsened, fueled in part by his caustic and expensive public divorce, mounting political controversies, legal entanglements, and public humiliation before, during, and after the 2020 Presidential Election and violent January 6 attack upon the United States Capitol. On every day of the week,

GIULIANI would begin drinking shortly after awakening and would continue consuming alcohol persistently and in excess, affecting his behavior as her boss and lawyer.

Despite PLAINTIFF'S objections and perseverance, maintained in earnest hopes of improvements within DEFENDANTS' workplace environment, as well as the hope that steadily increasing sums of deferred compensation would be paid, egregious and unlawful conduct by DEFENDANTS persisted through 2021, when PLAINTIFF was illegally discharged by DEFENDANTS.

At the beginning of PLAINTIFF'S employment, GIULIANI was embroiled in acrimonious, high-profile divorce proceedings in which he and his then-wife litigated the division of tens of millions of dollars in marital assets. At the time, he also served as the personal attorney to the President of the United States, frequently attracting political controversy, intense media coverage, and public scrutiny of his every action. At GIULIANI'S insistence, PLAINTIFF was required, as a condition of employment, to consent to receiving deferred compensation and be an off-the-books, secret employee. No male employees were subject to this arrangement, establishing a strong presumption that GIULIANI'S workplace conduct was disparate and discriminatory based on the account of sex.

Although the deferred compensation agreement was far from ideal, PLAINTIFF reasonably believed that GIULIANI'S present and future earning potential was sufficient to cover the amounts promised, and was forced, by binary choice, to accept and detrimentally rely upon the offered terms, expecting that transitory financial issues would ultimately be resolved.

During PLAINTIFF'S employment with DEFENDANTS, GIULIANI sexually harassed PLAINTIFF and demanded sexual favors as part of a pattern of quid-pro-quo sexual harassment.

By 2021, GIULIANI'S desire had shifted, on and off, to another employee, resulting in his impermissible and retaliatory discharge of PLAINTIFF from his employ, not on the basis of any legitimate reason, and without issuing the compensation for work already done. Upon conclusion, PLAINTIFF received no back pay or severance in any form, nor any reimbursement for employment expenses incurred on personal credit cards, despite GIULIANI'S promises, leaving DEFENDANTS unjustly enriched following their willful and illegal discharge of PLAINTIFF, in part on the account of sex, and in breach of contract to pay wages duly earned, despite GIULIANI'S clear and unambiguous promises to pay duly-earned compensation, on which PLAINTIFF relied, leaving PLAINTIFF injured upon non-payment. PLAINTIFF suffered a substantial loss in promised income, as well as the loss of deferred compensation and promised reimbursement.

At one point, PLAINTIFF attempted to find some value in an otherwise-difficult situation by requesting GIULIANI'S assistance in finding gainful employment with other organizations with which DEFENDANTS maintained ongoing relationships. Despite PLAINTIFF'S qualifications and satisfactory work, GIULIANI refused.

In his refusal, GIULIANI became spiteful and hostile towards the thought of PLAINTIFF'S income continuity, demanding that PLAINTIFF remain silent about all associations with DEFENDANTS.

At these times, GIULIANI threatened PLAINTIFF with further retaliation if she did not stay silent, stating that his private investigators and political connections to President Trump enabled him to retaliate in other ways, express and implied. PLAINTIFF reasonably believed GIULIANI'S threats of retaliation, especially owing to the extreme power imbalance and PLAINTIFF'S lived trauma as a survivor of domestic violence, a fact well-known to GIULIANI.

In January 2019, GIULIANI offered to represent PLAINTIFF, pro bono, in legal actions surrounding assault and abuse that she suffered as a victim of domestic violence who was attempting to heal. GIULIANI freely offered his legal counsel and expertise, explaining that he wished to help PLAINTIFF achieve justice, receive compensation for her physical injuries, and access other remedies available to survivors of violence. Within the context of an attorney-client relationship, PLAINTIFF divulged details covering the most traumatic and painful experiences of her life, reasonably believing that the former United States Attorney for the Southern District of New York was knowledgeable about matters of law, trustworthy, motivated to assist a crime victim in securing justice and closure, and capable of providing effective counsel.

The quality and effectiveness of GIULIANI'S counsel proved to be the exact opposite of what PLAINTIFF expected from the former federal prosecutor. GIULIANI was frequently intoxicated while discussing matters of law, and he leveraged his counsel to pressure her for sexual quid-pro-quos during lawyer-client consultations.

At times, he seemed unable to remember key facts or to follow the basic details of fact patterns relevant to the case. PLAINTIFF would frequently need to remind GIULIANI of said details. Ultimately, the statute of limitations expired, leaving PLAINTIFF without redress, and without knowledge of her loss of redress, until it was too late.

As a result of GIULIANI'S legal malpractice, PLAINTIFF was re-victimized, re-traumatized, left without legal redress, and substantially worse off than before GIULIANI agreed to represent her in hopes of securing justice against an abuser. Instead, GIULIANI leveraged the traumatic details of PLAINTIFF'S prior victimization to fulfill his morally bankrupt sexual compulsions and fetishes.

Rudolph W. Giuliani, the former US Attorney, once hailed as “America’s Mayor,” is a sexist sexual predator and abuser. PLAINTIFF did not immediately bring this action, owing to reasonable fears of retaliation, re-aggravation of prior trauma, and threats.

PLAINTIFF refuses to be coerced into silence any longer.

As both PLAINTIFF’S employer and attorney, GIULIANI’S willful, wanton, and wrongful conduct occurred with extreme malice and conscious disregard for the law, for his obligations as a lawyer and boss, and basic standards of ethics and decency. Consequently, PLAINTIFF petitions this court for punitive damages on all causes of action alleged herein. Furthermore, PLAINTIFF alleges that each and every cause of action alleged *supra* contributed to a pattern of intentional and negligent inflictions of emotional distress.

At all times material to the causes of action alleged herein, GIULIANI was a resident of New York City in the County of New York in the State of New York. Additionally, the GIULIANI ENTITIES maintained their primary places of business in the same. Furthermore, much of the actionable conduct alleged herein occurred while PLAINTIFF and/or GIULIANI were physically present within New York City and/or the State of New York, despite periodic employment-related travel to other jurisdictions in connection with the business activities of the GIULIANI ENTITIES, the personal affairs of GIULIANI, and remote work. Accordingly, PLAINTIFF designates New York County as the place of trial. Venue is proper on the basis of the residencies of all parties as well as the primary locations of actionable conduct.

WHEREFORE, PLAINTIFF demands compensatory monetary relief for breach of contract, unpaid wages, and legal malpractice in the sum of three million, one hundred thousand dollars (\$3,100,000.00), plus interest, or in such sum as a jury may decide, along with punitive damages in an amount to be determined by a jury, prejudgment interest, costs, and disbursements

of this action, as well as such other relief as the court deems just and proper. Furthermore, PLAINTIFF petitions the jury and this honorable court to award punitive damages on each and every cause of action alleged herein. Furthermore, if PLAINTIFF should retain counsel at any point during this proceeding, PLAINTIFF demands the award of attorneys' fees as provided under New York law.

PLEASE TAKE FURTHER NOTICE THAT, should you fail to appear, judgment will be taken against DEFENDANTS, jointly and severally, by default for the aforementioned sum of three million, one hundred thousand dollars (\$3,100,000.00), along with punitive damages, prejudgment interest, costs, and disbursements of this action, attorneys' fees, punitive damages, as well as such other relief as the court deems just and proper.

Dated: December 31, 2022

Noelle A. Dunphy

By: /s/ Noelle A. Dunphy

Pro se

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