

SUPREME COURT STATE OF NEW YORK
COUNTY OF ALLEGANY

AMANDA NEWTON,

Plaintiff,

VERIFIED COMPLAINT

v.

Index No.: 52705

ALLEGANY COUNTY,

KEITH SLEP, *in his official capacity*
as Allegany County District Attorney,

IAN JONES, *in his official capacity*
as Allegany County District Attorney,

CARISSA KNAPP, *in her official capacity*
as Allegany County Administrator,

BROOKE HARRIS, *in his official capacity*
as Chairman of the Allegany County Legislature, and

H. ROBERT BUDINGER, *in his official capacity*
as Personnel Officer of Allegany County,

Defendants.

VERIFIED COMPLAINT



52705

10/20/2025 03:07:34 PM
Receipt # 2025240204

Robert L. Christman, Allegany County Clerk

Clerk: LK

Plaintiff, Amanda Newton ("Plaintiff"), by her counsel, Lindy Korn, Esq. of the Law Office of Lindy Korn, PLLC, as and for her Complaint against Defendant Allegany County ("Defendant County"), Defendant Keith Slep ("Defendant DA Slep"), Defendant Ian Jones ("Defendant DA Jones"), Defendant Carissa Knapp ("Defendant Knapp"), Defendant Brooke Harris ("Defendant Harris"), and Defendant H. Robert Budinger ("Defendant Budinger") (collectively the "Defendants") states upon information and belief as follows:

THE PARTIES

1. Plaintiff is an individual who resides in Erie County, State of New York.

2. Defendant County is a public entity with its principal place of business located at 7 Court Street, Belmont, New York 14813.

3. Defendant DA Slep is a formerly elected Allegany County District Attorney with his former principal place of business located at 7 Court Street, Belmont, New York 14813.

4. Defendant DA Jones is the current elected Allegany County District Attorney with a principal place of business located at 7 Court Street, Belmont, New York 14813.

5. Defendant Knapp is the Allegany County Administrator with a principal place of business located at 7 Court Street, Belmont, New York 14813.

6. Defendant Harris is the Chairman of the Allegany County Board of Legislators with a principal place of business located at 7 Court Street, Belmont, New York 14813.

7. Defendant Budinger is the head Personnel Officer within the Allegany County Human Resources department with a principal place of business located at 7 Court Street, Belmont, New York 14813.

JURISDICTION AND VENUE

8. The Court has jurisdiction over this matter in controversy pursuant to Article 3 of the New York Civil Practice Law and Rules ("CPLR") and under the New York State Human Rights Law (Executive Law, Article 15), § 296.

9. Pursuant to CPLR § 504, venue of this action is proper in the County of Allegany, State of New York.

MATERIAL FACTS

10. Plaintiff is a 48-year-old female who was subjected to discriminatory treatment for violations of the New York Labor Law § 194(1) and for violations of the Equal Pay Act, 29 U.S.C. § 206(d).

11. Plaintiff was employed by Defendant County for approximately twenty years as a part-time Assistant District Attorney (“ADA”), an appointment made by the District Attorney.

12. Plaintiff is a part of the NYS retirement system, Tier 4.

13. Plaintiff’s caseload frequently exceeded the caseload of her other, male, colleagues, as she covered her share of local courts, ran the Allegany County Traffic Diversion Program, and handled all criminal appeals. For example, in 2016, of the part-time ADAs, Plaintiff handled 1,385 cases, while ADAs Mike Finn (“ADA Finn”) and J. Thomas Fuoco (“ADA Fuoco”) handled 551 and 1,058 respectively. Defendant DA Slep handled 103 cases filed that year.

14. Upon information and belief, during her time as an ADA, Plaintiff was paid less than male ADAs, despite their similar working conditions and that Plaintiff was the most experienced ADA.

15. For example, in 2016 while Plaintiff was serving as the Second and Fifth ADA, her total salary for both positions equaled \$63,125.00 (approximately \$45.00/case); ADA Finn was then serving as First and Sixth ADA with the total salary for both positions equaling \$63,376.00 (approximately \$115.00/case); and ADA Fuoco was serving as Third and Fourth ADA with the total salary for both positions equaling \$73,186.00 (approximately \$69.00/case).

16. At this point in time, all ADAs were part-time employees who received health-care benefits as part of their overall compensation.

17. While each ADA position was labeled “part-time,” each ADA filled multiple positions and therefore functioned as a full-time ADA.

18. Plaintiff was a “part-time” employee by title only.

19. Defendant DA Slep noted in multiple District Attorney Annual Reports that it was his policy to “combine the duties of additional prosecutor positions such as the 5th and 6th slots with existing positions in order to avoid the cost of additional fringe benefits.”

20. In 2016, pursuant to County Resolution 256-16, the Third ADA position was made full-time and ADA Fuoco was appointed thereto, with the Fourth ADA position remaining part-time and vacant.

21. With his position change from part-time Third and Fourth ADA to full-time Third ADA, ADA Fuoco received a raise of \$11,814.00.

22. In 2017, Plaintiff served as the Second and Fifth ADA and was solely responsible for administration and coordination of the Allegany County Traffic Diversion Program and had been doing so since 2010, with a total salary for both positions equaling \$64,037.00; ADA Finn was serving as the First and Sixth ADA, with a total salary for both positions equaling \$64,360.00; and ADA Fuoco served as the Third ADA with an annual salary of \$85,000.00.

23. In 2018, Plaintiff continued serving as the Second and Fifth ADA, with a total salary for both positions equaling \$64,976.00, ADA Finn was serving as the First and Sixth ADA, with a total salary for both positions equaling \$65,369.00; and ADA Fuoco served as the Third ADA with an annual salary of \$86,700.00.

24. In 2019, Plaintiff served as the Second and Fifth ADA, with a total salary for both positions equaling \$65,744.00; ADA Finn served as the First and Sixth ADA, with a total salary for both positions equaling \$66,196.00; and ADA Fuoco served as the Third ADA with an annual salary of \$88,434.00.

25. Two salient resolutions were passed by the Allegany County Legislature (the “Legislature”) in 2019, the first of which was County Resolution 65-19 (“Res. 65-19”), which

authorized Defendant County to upgrade the county-wide payroll system with a Tyler Technologies Human Resources management software application, to include functions such as ExecuTime Time and Attendance (“ExecuTime”).

26. Prior to its passage, on February 20, 2019, Res. 65-19 was presented to the Ways and Means Committee by Allegany County Treasurer Terri Ross, who warned the committee “they may have to establish new policies for reporting times as the County has never had time clocks.”

27. Upon information and belief, no time reporting policies were ever established.

28. The other salient resolution was County Resolution 261-19, passed on November 12, 2019, which reclassified the Fourth ADA position from “part-time” to “full-time” with an annual salary of \$85,000.00.

29. The Fourth ADA position was filled by Defendant DA Jones¹ on January 1, 2020.

30. For the year 2020, Plaintiff served as Second and Fifth ADA with a total salary of \$66,929.00; ADA Finn served as First and Sixth ADA with a total salary of \$67,426.00; ADA Fuoco began the year as Third ADA with a salary of \$91,087.00 until his death that February; and Defendant DA Jones, who upon information and belief, had never before worked as a prosecutor, began the year as full-time Fourth ADA with an annual salary of \$85,000.00 and upon the death of ADA Fuoco, was immediately promoted to Third ADA with an annual salary of \$91,087.00.

31. In May of 2020, the part-time position of Seventh ADA was created with an annual salary of \$40,000.00 which was subsequently filled by ADA Joan Merry (“ADA Merry”).

32. The only other female attorney in the office, ADA Merry resigned from her position by the end of December 2020.

¹ Attorney Ian Jones was originally hired to the District Attorney’s Office on January 1, 2020 as an Assistant District Attorney. Defendant DA Jones thereafter served in various ADA positions and upon information and belief, functioned as a managing attorney in the DA’s office. In November 2023, Defendant DA Jones was elected as Allegany County District Attorney, a position which he maintains.

33. On May 24, 2021, the Legislature passed County Resolution 145-21 (“Res. 145-21”) which restructured all of the ADA positions.

34. The week prior, on May 19, 2021, Defendant DA Jones successfully requested the Allegany County Public Safety Committee to abolish all ADA positions and re-create them in a manner that eliminated the need for each ADA to serve multiple roles, designating himself as First ADA, the only full-time position.

35. The Public Safety Committee thereafter referred the request to the Ways and Means Committee to fill each position.

36. The request to the Ways and Means Committee included a description for each new position, descriptions which were identical, but for the compensation afforded to each, regardless of full-time or part-time status.

37. As a result of Res. 145-24, the First ADA position was abolished as a part-time position with an annual salary of \$44,331.00 filled by ADA Finn, and re-created as the only full-time position with an annual salary of \$92,909.00 filled by Defendant DA Jones.

38. In its reformation, the First ADA position was described as “responsible for prosecution of cases and meeting the increasing demands imposed by new discovery laws,” with benefits estimated to be worth \$36,300.00.

39. As a result of Res. 145-24, the Second ADA position was abolished as a part-time position with an annual salary of \$41,141.00 filled by Plaintiff, the position remained part-time but the compensation nearly doubled to an annual salary of \$80,000.00, and rather than keep Plaintiff in this position, it was subsequently filled by ADA Peter Degnan (“ADA Degnan”), who upon information and belief, lacked any prosecutorial experience prior to this appointment.

40. In its reformation, the Second ADA position was described identically to the First ADA position, as “responsible for prosecution of cases and meeting the increasing demands imposed by new discovery laws,” but had a lower benefits estimation of \$31,256.00.

41. As a result of Res. 145-24, the Third ADA position was abolished as a full-time position with an annual salary of \$92,909.00 filled by Defendant DA Jones, and re-created as a part-time position with an annual salary of \$68,500.00 filled by ADA Finn.

42. In its reformation, the Third Assistant position was also described as “responsible for prosecution of cases and meeting the increasing demands imposed by new discovery laws,” but with a lower benefits estimation of \$26,763.00.

43. As a result of Res. 145-24, the Fourth ADA position was abolished as a vacant full-time position with an annual salary of \$85,000.00, and re-created as a part-time position with an annual salary of \$68,500.00 filled by Plaintiff.

44. Plaintiffs duties and responsibilities were unchanged.

45. In its reformation, the Fourth ADA position was described the same, as “responsible for prosecution of cases and meeting the increasing demands imposed by new discovery laws,” with benefits estimated worth \$26,763.00, benefits which were eliminated the following year, as discussed herein.

46. As a result of Res. 145-24, the Fifth ADA position was abolished as a part-time position with an annual salary of \$26,585.00 filled by Plaintiff, and re-created as a part-time position with an annual salary of \$40,800.00 filled by ADA Gina DePrima (“ADA DePrima”).

47. In its reformation, and just like the others, the Fifth Assistant position was described as “responsible for prosecution of cases and meeting the increasing demands imposed by new discovery laws,” but with benefits estimated to be \$15,941.00.

48. The two female ADAs were relegated to the lowest two positions, despite Plaintiff's far superior experience, compared with the two-highest earning ADAs at the time, Defendant DA Jones and ADA Degnan.

49. The Sixth and Seventh ADA positions were eliminated.

50. ADA Finn, the only other ADA whose compensation was comparable to Plaintiff's throughout this time period, had significantly fewer assignments at any given time and was terminated in December 2021, upon information and belief, due to poor performance.

51. Upon his departure, Plaintiff was tasked with many of ADA Finn's former assignments with no correlative increase in compensation.

52. For 2022, the First ADA position was full-time and filled by Defendant DA Jones, at an annual salary of \$95,232.00; the Second ADA position was part-time and filled by ADA Degnan at an annual salary of \$80,000.00; the Fourth ADA position was part-time and filled by Plaintiff at an annual salary of \$70,000.00; and the Fifth ADA position was part-time and filled by the only other female in the office, ADA DePrima at an annual salary of \$40,800.00.

53. The two male ADAs at this time made collectively more than a combined \$60,000.00 per year over the two female ADAs' combined compensation.

54. The Third ADA position remained vacant for the first part of 2022 and a resolution was passed in May of that year to, yet again, re-classify this part-time position as a full-time position with an increased annual salary of \$85,000.00.

55. This position was filled on June 1, 2022 by a man, ADA Joshua Frank ("ADA Frank"), and upon information and belief, Plaintiff was not even considered for the position, despite being well-qualified.

56. Around the same time, on or about May 11, 2022, County Resolution 138-22 (“Res. 138-22”) was adopted by the Legislature.

57. This resolution, in conjunction with County Resolution 139-22 (“Res. 139-22”) stripped benefits from all part-time employees at the expiration of their current appointments, specifically including health insurance, health insurance buy-out, vacation time, sick time, personal time, compensatory time, holiday pay, longevity pay, voluntary benefits, short-term disability, employee assistance program(s), deferred compensation plan(s), NYS pension, Worker’s Compensation, and annual increment increases.

58. A robust discussion occurred at the Personnel Committee meeting on March 2, 2022 regarding the elimination of these benefits.

59. Defendant Knapp defended the request, stating: “Historically, the ADAs annual salary in 2005 was right around \$30,000, and you could not get people to commit to be an attorney for the County at that salary, so the County offered health insurance to offset the lower salary,” but “the County is now paying one ADA \$80,000 annually plus health insurance.”

60. Defendant Knapp was referring to ADA Degnan, the only part-time male ADA at the time, who, upon information and belief, as of the date of this particular meeting, had approximately nine months of prosecutorial experience and was receiving \$10,000.00 more per year than Plaintiff, who had decades of prosecutorial experience, and nearly \$40,000.00 more per year than the other female part-time ADA.

61. Defendant Knapp elaborated that pursuant to the Affordable Care Act, all part-time employees would qualify for health insurance if they “physically clock[ed] in and out to show that they are logging the necessary hours to qualify.”

62. The Personnel Committee minutes reflect the following:

Committee Chairman Ricci asked [Defendant] Knapp if the ADAs are currently clocking in, and if we know how many hours they are working. [Defendant] Knapp stated that they are not clocking in despite requests to clock in. Legislator Root asked if the ADAs were to clock in, and we knew how many hours they were working, would they be eligible to receive health insurance? [Defendant] Knapp stated that the Affordable Care Act requires the County to provide health insurance to any employee who works a certain number of hours per week, but they would need to prove that they worked those hours. Legislator Root stated that if she was understanding correctly, all these employees would need to do is clock in and out to show they are working the required hours to qualify for health insurance. [Defendant] Knapp replied, "yes."

63. Chairman Ricci stated that minutes prior to this particular meeting he had been approached by an unnamed person who expressed concerns surrounding the proposal, but "he [was] concerned to learn that the ADAs [were] not keeping track of their time worked."

64. Defendant Knapp explicitly stated one of the purposes for this proposal was to address "clocking in and clocking out."

65. At this point in time, Plaintiff was serving as Fourth ADA under an appointment by Defendant DA Slep dated June 8, 2020,² to "continue in effect during the present term of office of [Defendant DA Slep] and during each and every subsequent term of office of [Defendant DA Slep], unless and until such appointment [was] terminated in accordance with law."

66. Plaintiff, while in a position classified as part-time, was responsible for the caseload of a full-time ADA.

67. The ADA positions for 2023 were as such: First ADA was full-time at an annual salary of \$108,000.00 and filled by Defendant DA Jones; Third ADA was full-time at an annual salary of \$97,540.00 and filled by ADA Frank; Fourth ADA was part-time at an annual salary of \$70,000.00 filled by Plaintiff; and Fifth ADA was part-time at an annual salary of \$54,100.00

² N. B. June 8, 2020 is presumably a scrivener's error, as the document was filed June 8, 2021, and effective June 8, 2021.

which was filled by ADA DePrima until her resignation in May 2023, subsequently filled by ADA Kelly Young (“ADA Young”), who is a male.

68. When presenting a request to fill the Fifth ADA position with ADA Young, to the Public Safety Committee on September 6, 2023, the request states the “annual salary of this position is estimated to be between \$70,700 and \$100,750 with annual benefits estimated to be between \$27,912 and \$39,776.”

69. The Second ADA position was filled by ADA Degnan for the first two months of 2023, part-time, at an annual salary of \$87,400.00.

70. By County Resolution 92-23, the Legislature re-classified the Second ADA position on February 22, 2023 to be full-time and hired another male, ADA Jake Rood (“ADA Rood”).

71. The Public Safety Committee minutes from February 15, 2023 indicate the position would have a salary range of \$70,700.00 to \$100,750.00 with an estimated benefits range of \$30,854.00 to \$43,967.00.

72. Plaintiff is the only ADA who did not receive a salary increase from 2022 to 2023: Defendant DA Jones received a \$12,768.00 raise; ADA Degnan received \$7,400.00; ADA Frank received \$12,540.00; and the Fifth ADA position which was filled by a male upon the resignation of ADA DePrima, received a salary increase of \$13,300.00.

73. Defendant DA Jones and ADAs Degnan, Rood, and Frank were not subject to Res. 138-22 because they enjoyed the title of a “full-time” position, despite sharing the same job description and responsibilities as Plaintiff.

74. Additionally, the Legislature created a Sixth ADA position by County Resolution 445-23, which was to be full-time and therefore also not subject to Res. 138-22, with an estimated

annual salary range of \$70,700.00 to \$100,750.00 and an estimated annual benefits range of \$27,912.00 to \$39,776.00.

75. This full-time position remained vacant until filled by another male attorney, ADA James Kemnitz (“ADA Kemnitz”), who reported to plaintiff he is only part-time, earns an annual salary of \$90,000.00, and has no time reporting requirements.

76. ADA Kemnitz has never received an official appointment by Defendant DA Jones which was filed with the Allegany County Clerk’s Office.

77. Plaintiff was not made aware of the significant change to her compensation until more than a year later in September 2023 when she made an innocuous request for information regarding health insurance benefits upon retirement.

78. Plaintiff has two children for which she is responsible to insure, one with autism who requires many special medications and medical services. Plaintiff relied on her County medical benefits to cover these extensive costs.

79. Specifically, Plaintiff emailed Allegany County Human Resources (“HR”) personnel Kimberly Francisco on September 7, 2023, who responded a week later on September 13, 2023 informing Plaintiff that pursuant to Res. 138-22, by the end of December 2023, Plaintiff would no longer receive any health insurance coverage at all.

80. Plaintiff then complained about the removal of her benefits to her bosses, Defendant DA Slep and Defendant DA Jones.

81. Defendant DA Slep responded that he was unaware of this change and then five minutes later, further elaborated, stating: “This is nonsense, there is no date on anyone’s appointment, they serve at the pleasure of the da [sic] continuously until relieved. This seems like an unreasonable interpretation, I think they should file a lawsuit.”

82. Defendant DA Jones responded that he thought part-time ADAs had been exempted from Res. 138-22, though he did not elaborate about why he made this assumption.

83. An HR representative clarified to Plaintiff that pursuant to the Federal Affordable Care Act, she may qualify for some health insurance coverage at a direct cost to her of twenty percent (20%).

84. Two days later, on September 15, 2023, Plaintiff asked Defendant DA Jones if she could contact the Legislature to attempt to save her health insurance coverage, Defendant DA Jones responded “Let me have a discussion first. I’m meeting with them next week.”

85. Defendant DA Jones then told Plaintiff, on September 18, 2023, “I believe I have your insurance issue squared away. Had some conversations over the weekend and I’m confident it will be left alone.”

86. Defendant DA Jones followed up this assurance later that day by stating “Ok I was just assured by the [Legislature] that you’re all set. Insurance will remain in place.”

87. On November 9, 2023, Plaintiff sought confirmation from HR that her health insurance coverage would continue, HR denied this.

88. Plaintiff immediately contacted Defendant DA Jones to inform him she was still scheduled to lose her health insurance by the end of the year, but Defendant DA Jones did not respond.

89. Plaintiff emailed Defendant DA Jones again on November 21, 2023 seeking assistance, flagging the email as “Importance: High,” to which Defendant DA Jones responded “I was assured this was all set. I’ll look into it.”

90. With her loss of coverage only one month away, Plaintiff sought a status update on November 29, 2023 from Defendant DA Jones, but this request also went unanswered.

91. Two weeks later, Plaintiff asked Defendant DA Jones if she could speak to HR about her insurance coverage, to which he responded “I’ll talk to them today.”

92. Plaintiff’s benefits, including health insurance coverage for her disabled child, were terminated on December 31, 2023.

93. On February 26, 2024, Plaintiff again contacted Defendant DA Jones seeking assistance, at this point to have her health insurance re-instated, to which he responded “I totally understand your position. This has to be addressed.”

94. To add to her confusion, despite receiving a notice from Defendant County on January 10, 2024 that her health insurance had been terminated (sent to her ten days post-termination), Plaintiff was unable to obtain her own private health insurance because Independent Health claimed her benefits had never actually been cancelled.

95. By 2024, Defendant DA Slep had retired and was replaced by Defendant DA Jones; ADA Rood was serving as the First ADA, a full-time position until his September 2024 arrest for endangering the welfare of a child, when, upon information and belief, ADA Rood was replaced by ADA Young; ADA David Wallace (“ADA Wallace”) was hired and appointed as Second ADA, a full-time position, though Defendant DA Jones represented to Public Safety on the same day ADA Wallace was hired, that he had filled a *part-time* position on that day; ADA Frank was serving as Third ADA, a full-time position; Plaintiff was serving as a “part-time” Fourth ADA; ADA Young served in the role of Fifth ADA (“part-time”) until his promotion that fall to First ADA; and the Sixth ADA position remained vacant.

96. ADA Young has never received an official appointment to the First ADA position by Defendant DA Jones which was filed with the Allegany County Clerk’s Office, and ADA Rood’s official appointment was never revoked.

97. Upon ADA Rood's arrest and subsequent termination, Plaintiff assumed many of his responsibilities and did not receive any increase in compensation for her added duties.

98. On June 4, 2024, Plaintiff told Defendant DA Jones she wanted an official full-time position, despite functioning as a *de facto* full-time ADA, offering to keep her current assignments and take on even more responsibilities, in an effort to restore her desperately needed benefits.

99. Defendant DA Jones responded "I'm certainly not opposed to it at the outset. Just want to think about the office wide impact. Let me think it through a bit, but like I said the initial reaction isn't bad."

100. Two months earlier, Defendant DA Jones told the Public Safety Committee this his office was "not fully staffed, they would like to add more, but it is difficult to find people."

101. Plaintiff renewed her request to Defendant DA Jones on June 6, 2024.

102. After months of struggling with health care, County Resolution 312-24 ("Res. 312-24") passed on July 18, 2024. This resolution reinstated health care benefits *via* a high-deductible plan to eligible part-time employees if they adhered to the County's Time and Attendance policy.

103. By email on July 23, 2024, Defendant Budinger asked certain department heads, including Defendant DA Jones, to forward information on to their part-time employees regarding their possible eligibility for benefits and stated these employees must use the "County's Time and Attendance System," known as ExecuTime.

104. Defendant DA Jones passed on this notice as requested, including to Plaintiff, with the caveat, "I understand it does not apply to many of you."

105. Plaintiff immediately sought clarification from Defendant DA Jones about the requirement of her using ExecuTime, but again, Defendant DA Jones did not respond.

106. On August 2, 2024, Plaintiff tried again, telling Defendant DA Jones, "I really need you to help me with this, please and the attendance policy as I do not use it."

107. Defendant DA Jones stated in response, "I'll have to go to the legislature with it. Perhaps the county admin. This is so frustrating. They knew the impact this had on our office directly. They have also been frustrated that we don't use the punch in system. So this feels like a deliberate attack on our office. Just maddening... I'll let you know where I get this with asap."

108. The following week Plaintiff enrolled in the available High Deductible health insurance plan and thereby agreed to use ExecuTime.

109. Plaintiff received her login credentials with no instructions or training on how to use the system properly.

110. In fact, around this time, Defendant DA Jones provided Plaintiff the only instruction she ever received on how to use ExecuTime:

Defendant DA Jones: When this originally became a thing (the punch in system that is) and we thought we may have to do it, [Defendant DA Slep] and I determined if we had to punch in we would punch in once and never punch out, as we are 24/7/365 employees.

Plaintiff: That makes sense, I will do that? Bit *[sic]* does it matter if we are on the county 'campus' or not?

Defendant DA Jones: No. They can do remote log in. It has to be requested and approved by me, which obviously won't be an issue for me. The county gives me shit about it and asks a lot of questions. I don't care though.

Plaintiff: Ok lemme *[sic]* know what you want me to do. That makes sense and I will just do that[.]

111. Upon this direction from her supervisor Defendant DA Jones, Plaintiff logged into ExecuTime in August 2024 and "never punch[ed] out."

112. On or about December 3, 2024 Plaintiff contacted HR to inquire about the availability of paid-time off under Res. 312-24.

113. The following day, on December 4, 2024, Plaintiff was informed by Defendant DA Jones that HR was inquiring with him about her use of ExecuTime.

114. Plaintiff then discovered that at some point she had been “clocked out” in ExecuTime despite not clocking herself out, and emailed Defendant DA Jones and HR stating she should not have been clocked out, that she was sitting at her desk working, and had “not had a problem since [she] logged into Executime [sic] in August.”

115. In response to this inquiry, HR, for the first time, provided Plaintiff training documents for ExecuTime and confirmed that Plaintiff had in fact clocked in on August 7, 2024 at 15:36 and had no corresponding clock out.

116. Five days later, by letter dated December 9, 2024, HR informed Plaintiff her benefits were again being terminated, this time due to her allegedly not utilizing ExecuTime properly. Plaintiff responded with proof she had used ExecuTime and had attempted to receive proper direction on its usage.

117. Plaintiff informed Defendant DA Jones of this development and spent the next several weeks pleading for his assistance to resolve the matter.

118. On December 31, 2024, Plaintiff’s benefits, including health insurance for her disabled child, were terminated again.

119. Plaintiff made several more overtures to Defendant DA Jones about receiving “full-time” status, all to no avail, while ADA Young was promoted and ADA Kemnitz was given a full-time position with a \$90,000.00 salary, despite his belief that he is only expected to work part-time.

120. Upon information and belief, Defendant DA Jones has never publicly posted any ADA positions as they become available, but has rather sought out candidates privately.

121. By the end of 2024, ADA Kemnitz had been hired and ADA Jennifer Galvan (“ADA Galvan”) was hired as a part-time Fifth ADA upon ADA Young’s promotion to First ADA.

122. ADA Galvan has never received an official appointment by Defendant DA Jones which was filed with the Allegany County Clerk’s Office.

123. Upon information and belief, ADA Galvan reports Defendant DA Jones told her “not to give in to the punch system.”

124. Plaintiff was treated poorly in the terms and conditions of her employment as set forth above because of her sex and gender.

125. As a result of the Defendants’ unlawful, discriminatory conduct, Plaintiff has suffered substantial economic and non-economic damages.

FIRST CAUSE OF ACTION
Unequal Pay in Violation New York Labor Law § 194(1)

126. Plaintiff repeats each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

127. Effective October 8, 2019, the New York State Equity Pay Act, New York Labor Law § 194, provides as follows:

No employee with status within one or more protected class or classes shall be paid a wage at a rate less than the rate at which an employee without status within the same protected class or classes in the same establishment is paid for: (a) equal work on a job the performance of which requires equal skill, effort and responsibility, and which is performed under similar working conditions, or (b) substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions.

128. Plaintiff, a female, was paid less than less qualified and experienced male ADAs.

129. Based on the foregoing, Plaintiff has stated a cause of action for Unequal Pay against the defendants.

130. As a result, Plaintiff has been damaged in amount to be proven at trial.

SECOND CAUSE OF ACTION
Unequal Pay in Violation of The Equal Pay Act(29 U.S.C. § 206(d)(1))

131. Plaintiff repeats each and every allegation set forth in the preceding paragraphs as though fully set forth herein.

132. Plaintiff consistently handled the tasks of her job that were equal to or greater than other male Assistant District Attorneys.

133. Plaintiff's work condition were similar or the same to those of other male Assistant District Attorneys, although she had more responsibilities.

134. Plaintiff was paid substantially less than other male Assistant District Attorneys despite these conditions.

135. "To establish a claim under the federal EPA, a plaintiff must demonstrate that: "i) the employer pays different wages to employees of the opposite sex; ii) the employees perform equal work on jobs requiring equal skill, effort, and responsibility; and iii) the jobs are performed under similar working conditions." *Eisenhauer v. Culinary Inst. Am.*, 84 F.4th 507, 523 (2d Cir. 2023)" *Edelman v. NYU Langone Health System*, No. 24-251 (2d Cir. 2025).

136. Based on the foregoing, Plaintiff has stated a cause of action for Unequal Pay against the defendants.

137. As a result, Plaintiff has been damaged in amount to be proven at trial.

WHEREFORE, Plaintiff seeks a judgment in her favor and against Defendants as follows:

- (a) On the First Cause of Action, damages in amount to be proven at trial;
- (b) On the Second Cause of Action, damages in amount to be proven at trial;
- (c) for any and all expenses it has incurred in bringing this action, including costs, disbursements, and attorneys' fees, together with interest;
- (d) emotional distress damages;
- (e) punitive damages; and
- (f) Such other and further relief as to the Court deems just and proper, including but not limited to pre-and-post-judgment interest.

Dated: 10-13-2025
Buffalo, New York

LAW OFFICE OF LINDY KORN, PLLC

By: Lindy Korn-Myers
Lindy Korn-Myers
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ALLEGANY COUNTY CLERK
FILED

OCT 20 2025

ROBERT L. CHRISTMAN
CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALLEGANY

AMANDA NEWTON,

Plaintiff,

v.

Index No. 52705

VERIFICATION

ALLEGANY COUNTY,

**KEITH SLEP, in his official capacity
as Allegany County District Attorney,**

**IAN JONES, in his official capacity
as Allegany County District Attorney,**

**CARISSA KNAPP, in her official capacity
as Allegany County Administrator,**

**BROOKE HARRIS, in his official capacity
as Chairman of the Allegany County Legislature, and**

**H. ROBERT BUDINGER, in his official capacity
as Personnel Officer of Allegany County,**

Defendants.

ALLEGANY COUNTY CLERK
FILED

OCT 20 2025

ROBERT L. CHRISTMAN
CLERK

Amanda Newton, under penalty of perjury, deposes and says:

I have read the attached *Verified Complaint* captioned in this matter and find it to be true to my knowledge, except as to matters alleged upon information and belief, which I believe to be true.

Amanda Newton
Amanda Newton

Sworn to before me this 10th day of October 2025.

Lindy Sue Korn

