

UNITED STATES OF AMERICA  
DISTRICT COURT OF MASSACHUSETTS

SPRINGFIELD, SS.

DOCKET NO.:

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VICTORIA MAY )  
PLAINTIFF )  
 )  
V. )  
 )  
PITTSFIELD COOPERATIVE BANK )  
PETER MARCHETTI )  
HARRY MOORE & )  
JAY ANDERSON )  
DEFENDANTS )

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**COMPLAINT**

Now comes Plaintiff, Victoria May (“Plaintiff”), a female, and brings this action against Defendants, Pittsfield Cooperative Bank, Peter Marchetti, Harry Moore, and Jay Anderson (“Defendants”).

**Parties, Jurisdiction and Venue**

1. Plaintiff, Victoria May (Plaintiff), resides at  
She was until recently an employee of Defendants.
2. Defendant, Pittsfield Cooperative Bank (Bank), is a Cooperative Bank located at 70 South Street in Pittsfield, MA 01201.
3. Defendant, Peter Marchetti (Marchetti), is an individual with a principal place of business at Pittsfield Cooperative Bank, 70 South Street in Pittsfield, MA 01201.
4. Defendant, Harry “Chip” Moore (Moore), is an individual with a principal place of business at Pittsfield Cooperative Bank, 70 South Street in Pittsfield, MA 01201.

5. Defendant, Jerome J. Jay Anderson (Anderson), is an individual with a principal place of business at Pittsfield Cooperative Bank, 70 South Street in Pittsfield, MA 01201.
6. The Court has jurisdiction over this case pursuant to 28 U.S.C. section 1331 and venue is appropriate because all parties reside in or have a business address in Berkshire County.
7. Plaintiff has complied with all jurisdictional prerequisites.

### Facts

8. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.
9. Plaintiff began working for Defendants at the end of June 2016 as the Vice President of Marketing. She started at a salary of approximately \$80,000.00. Defendant Jay Anderson recruited her. Her salary at the time of her termination was approximately \$92,000.00 annually.
10. Women who work for the Defendants are serially not promoted into management positions. All but one or two members of senior management were male, out of six (6) executives. Plaintiff was the only female Vice President until 2016. The majority of Vice Presidents have been white men.
11. Males, such as Defendant Marchetti and current Vice President of Operations, Dana Robb (“Mr. Robb”), routinely received annual raises of 4% to 5%, while the women, Officers or otherwise, usually received a 2% raise. Plaintiff knew this because Harry “Chip” Moore would tell everyone so. Amber, the administrative office mate with whom Plaintiff was forced to share an office, did payroll and confirmed that the males made significantly more than females. Plaintiff never received more than a 2.5% raise. Plaintiff would hear the Human Resource employee with whom she was forced to share an office about the

inequity, and Moore regularly spoke publicly about confidential matters such as this, often after during and after board meetings Plaintiff attended.

12. After working for the Defendants for a year, Plaintiff was asked to share an office with Amber, an HR Administrator, which no other Vice President, and certainly no male one, had been asked to do while Plaintiff was employed there. Plaintiff would ask to be relocated and be orally reprimanded for doing so, while the one space available during her tenure was given to Anderson's son who began employment with the bank.
13. This situation impeded the Plaintiff's ability to perform her work, as she regularly had confidential information to discuss with clients and vendors. She would have to leave her office in order to have these conversations privately. Marketing is a creative job and required concentration, while the HR position Amber held involved a lot of conversations and noise. This situation continued until Plaintiff's termination.
14. In contrast, Mr. Robb began his employment with Defendants in or about 2020 as a Small Business Manager, though he was later promoted to Vice President of Operations, working under Defendant Marchetti. Mr. Robb was initially assigned an office with no door, but the Defendants spent over \$5,000.00 to install a door for his office. He did not share his office.
15. The work environment at Defendants was often sexually inappropriate. It was a well-known secret that one of the Executives, Defendant Moore, regularly watched pornography in his office with the door closed on a work computer. Once an employee walked in on him and saw this. His computer caught a virus as a result of the websites he was visiting on work hours. This activity continued throughout Plaintiff's employment.

16. Many in the office commented about attractive new female hires with comments such as, “Well, we know why she got the job.” Further jokes were made about a female employee going into a Vice President’s office and “eating bananas” there.
17. Many women have left as a result of the hostile work environment fostered by the Defendants, including Nadine Whiting, Associate Vice President (AVP) of Human Resources. She told Plaintiff that she was leaving because her “emotional well-being was more important.” Defendant Moore regularly and openly made comments about Whiting’s physical appearance, including her breasts.
18. Other females also left due to the hostile environment, including Allison Loring, whom Plaintiff understood that Anderson had propositioned, and Rebecca Lawson, who Moore would often talk about sexually in front of Plaintiff. These are just a few examples. Plaintiff believes that there are at least 3 other women who have left as a result of the hostile environment to women at the bank.
19. A consultant for the Bank, Roger Matus, told Plaintiff that he thought the Defendants were setting her up to fail.
20. Defendants Moore and Anderson would regularly meet to play golf during office hours and drink alcohol during lunch.
21. Just prior to COVID-19, Moore and other male executives went on a trip to Las Vegas and came back talking about the prostitutes that they had been with.
22. Since the beginning of his tenure with the Defendants, Defendant Marchetti was allowed to denigrate, harass, and demean Plaintiff both in meetings with others and alone, despite the fact that he was not the Plaintiff’s supervisor.

23. On July 22, 2021, Plaintiff sent Anderson a message, stating she felt that Marchetti was trying to get her fired. Anderson responded stating that she had “nothing to worry about!”
24. In October 2022, Plaintiff was asked to take over the bank website from the female E-Business Manager who had recently left. Plaintiff had little experience or expertise to do so, which Defendants knew, but they gave her the role anyway. She was not provided training, support or assistance for this role, despite requesting it. She believed she was being set up to fail. She took it upon herself to hire a consultant to assist with this work.
25. In the meeting October 22, 2022 at which Defendants gave Plaintiff this role, which also included Defendants Marchetti and Anderson, the President of the Bank, Marchetti flew off the handle, irrationally upset that the Plaintiff received the role over him. He began yelling, red-faced and sweating, pointing in Plaintiff’s face, calling her a bitch and other derogatory names, told her to shut up, and told her she did not know how to do things.
26. Anderson was present for this entire 30–40-minute attack on Plaintiff and did nothing to intervene except to tell Defendant Marchetti, “get hold of yourself.” Plaintiff left the bank crying in the parking lot.
27. Following the attack, President Anderson found out from Plaintiff’s administrative office mate, Amber, that Plaintiff had left the bank upset. He asked if Plaintiff was crying. Anderson sent a text to Plaintiff after she left, stating that he did not blame her for leaving, despite her apologizing for doing so. Yet he still did nothing to reprimand Marchetti, to her knowledge.
28. Plaintiff later complained to Human Resources (“HR”) about this incident, though no investigation ensued nor was any discipline imposed upon Marchetti.

29. Plaintiff received no assistance in learning about website policies or procedures for E-Business and the E-Business duties were never formally assigned to her, though she was still expected to complete them.
30. Throughout fall of 2022 and during January 2023, Marchetti would regularly and snidely refer to training and informational files that he had on E-Business protocols and imply what a shame it was that he could not locate them. No one assisted Plaintiff.
31. Plaintiff did her best to perform the E-Business function, though if she made even the smallest error, Marchetti would go out of his way to find it and announce it to other coworkers, including Anderson and later her manager Defendant Moore.
32. In either late October or early November 2022, after Plaintiff complained to HR about Defendant Marchetti, he admitted to her that he had been in trouble in the past with the Bank due to having called at least one other female employee a “bitch.”
33. In May 2022, Anderson had changed Plaintiff’s supervisor to Defendant Moore, now Executive Vice President and Chief Financial Officer. Moore and she had worked previously together for another banking employer.
34. Defendant Moore had no issues with Plaintiff’s work until he continually heard the constant barrage of abuse that Marchetti was permitted to spew about her. As a result, Moore began treating the Plaintiff poorly, despite her having an excellent performance ratings in the only two performance review she was given at the Bank, one in spring 2022, and another in March 2021.
35. Plaintiff made it clear that she viewed Defendant Marchetti’s abusive actions as harassment and told Moore and Anderson so on numerous occasions, including in an email after the October 22, 2022 meeting.

36. Following her complaints, Defendants Moore and Anderson began retaliating against Plaintiff and made her job more difficult and demeaning in an effort to force Plaintiff to leave.
37. For example, Defendant Moore allowed Defendant Marchetti to constantly question Plaintiff about the smallest task that he became aware that she may not have done. Marchetti would then bring every issue to Moore.
38. In October 2022, Plaintiff was working with an outside vendor to create marketing content in the form of a postcard. While working on this, Marchetti and Edward Schumann (“Mr. Schumann”), who reported to Marchetti, responded with six (6) or seven (7) rounds of revisions, slowing the completion.
39. Once Plaintiff completed her work, both Defendant Marchetti and Mr. Schumann responded negatively and questioned if it would be effective. Plaintiff nonetheless launched the project and it was successful.
40. After the project was completed, Plaintiff was drafting an email on or about October 20, 2022 to Moore and Anderson regarding the harassment and demeaning behavior she was experiencing, as she was at her breaking point. While drafting it, Anderson stopped by and saw that she was upset. He read over the email and told Plaintiff to send it. She did.
41. Two days later, Defendant Moore asked Plaintiff to meet with him. Plaintiff responded with an email that she was frustrated by the constant roadblocks and harassing behavior from Defendant Marchetti. Plaintiff also stated that she could not make the time of the meeting Moore provided as she had a previously scheduled dentist appointment. She asked to reschedule it.

42. Defendant Moore then told Plaintiff never to cancel a meeting that he called again. He gave Plaintiff a written warning for trying to move the meeting, and President Anderson did nothing to correct the record that in fact he had encouraged her to send the email. She believed that she had been set up.
43. Thereafter, Defendant Moore and HR placed the Plaintiff on a 30-day Performance Improvement Plan (“PIP”). Despite Plaintiff performing to expectation, Defendant Moore threatened her with “just you wait” until the next PIP review meeting, implying that he would do what he could to cause Plaintiff’s termination.
44. In late December 2022 or early January 2023, Moore threatened Plaintiff with termination, telling her she should just leave.
45. In mid-January, 2023, Moore yelled at Plaintiff in front of other staff, to the point where Plaintiff’s coworkers scattered rather than hear it.
46. Plaintiff took leave as a result of the stress caused by the harassing behavior of Defendants, their retaliatory actions against her, and the emotional distress it caused her. While she was on leave Defendants terminated her on February 1, 2023.

**COUNT I**  
**Sex Discrimination**  
**In Violation of M.G.L. c.151B § 4(1)**  
*All Defendants*

47. The Plaintiff restates the foregoing paragraphs and incorporates them herein.
48. Defendants’ actions constitute Sex Discrimination, in violation of M.G.L. c.151B § 4(1).
49. As a result of Defendants’ discriminatory actions, Plaintiff has suffered lost wages, front and back pay, emotional distress, consequential damages, attorneys’ fees and costs and other damages so proven at trial.



50. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT II**  
**Sex Discrimination**  
**In Violations of 42 U.S.C. § 2000e-2(a)(1)**  
*All Defendants*

51. The Plaintiff restates the foregoing paragraphs and incorporates them herein.

52. Defendants' actions constitute Sex Discrimination, in violation of 42 U.S.C. § 2000-e(3).

53. As a result of Defendants' discriminatory actions, Plaintiff suffered lost wages, front and back pay, emotional distress, consequential damages, attorneys' fees and costs and other damages so proven at trial.

54. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back bay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT III**  
**Retaliation**  
**In Violation of M.G.L. c.151B § 4(4)**

*Defendants Pittsfield Cooperative Bank, Harry Moore, and Jay Anderson*

55. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.

56. Defendants' actions constitute Retaliation for complaining of the discriminatory treatment and hostile work environment, in violation of M.G.L. c.151B § 4(4).

57. As a result of Defendants' retaliatory actions, Plaintiff suffered lost wages, front and back pay, emotional distress, compensatory damages, consequential damages, attorneys' fees and costs and other damages so proven at trial.

58. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, compensatory damages, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT IV**

**Retaliation**

**In Violation of 42 U.S.C. § 2000e-3(a)**

*Defendants Pittsfield Cooperative Bank, Harry Moore, and Jay Anderson*

59. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.

60. Defendants' actions constitute Retaliation for complaining of the discriminatory treatment and hostile work environment, in violation of 42 U.S.C. § 2000e-3(a).

61. As a result of Defendants' retaliatory actions, Plaintiff suffered lost wages, front and back pay, emotional distress, compensatory damages, consequential damages, attorneys' fees and costs and other damages so proven at trial.

62. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, compensatory damages, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT V**

**Discrimination on the Basis of Gender in Payment of Wages**

**In Violation of M.G.L. c.149 § 105A(b)**

*Defendants Pittsfield Cooperative Bank, Harry Moore, and Jay Anderson*

63. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.

64. Defendants' actions constitute Discrimination on the Basis of Gender in Payment of Wages, in violation of M.G.L. c.149 § 105A(b).
65. As a result of Defendants' discriminatory actions, Plaintiff suffered lost wages, front and back pay, emotional distress, compensatory damages, consequential damages, attorneys' fees and costs and other damages so proven at trial.
66. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, compensatory damages, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT VI**  
**Hostile Work Environment**  
**In Violation of M.G.L. c.151B § 1(18)**  
*All Defendants*

67. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.
68. Defendants' actions constitute a Hostile Work Environment based on Plaintiff's sex, female, in the constant sexual and sexist remarks made on an daily basis to her or in her presence, and Defendants' failure to take any action to remediate it.
69. As a result of Defendants' actions, Plaintiff suffered lost wages, front and back pay, emotional distress, consequential damages, attorneys' fees and costs and other damages so proven at trial.
70. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT VII**  
**Aiding & Abetting Discriminatory Acts**

**In Violation of M.G.L. c.151B § 4(5)**

*Defendants Peter Marchetti, Harry Moore, and Jay Anderson*

71. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.
72. Defendants' actions constitute aiding and abetting in discriminatory acts, in violation of M.G.L. c.151B § 4(5).
73. As a result of Defendants' actions, Plaintiff suffered lost wages, front and back pay, emotional distress, consequential damages, attorneys' fees and costs and other damages so proven at trial.
74. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT VIII**

**Unlawful Interference with Plaintiff's Rights**

**In Violation of M.G.L. c.151B § 4(4A)**

*All Defendants*

75. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.
76. Defendants' actions constitute unlawful interference with Plaintiff's enjoyment of her employment rights, in violation of M.G.L. c.151B § 4(4A).
77. As a result of Defendants' actions, Plaintiff suffered lost wages, front and back pay, emotional distress, consequential damages, attorneys' fees and costs and other damages so proven at trial.

78. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT IX**

**Intentional Infliction of Emotional Distress**

*All Defendants*

79. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.

80. Defendants' actions constitute Intentional Infliction of Emotional Distress in knowingly discriminating against Plaintiff and creating and perpetuating a hostile work environment.

81. As a result of Defendants' intentional actions, Plaintiff suffered emotional distress and consequential damages, as well as other damages so proven at trial.

82. As a result of these actions, Defendant is liable to Plaintiff for emotional distress and consequential damages, punitive damages, as well as other damages so proven at trial.

83. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT X**

**Violation of Federal Equal Pay Act (FEPA)**

**29 U.S.C. § 206 (d)**

*Defendants Pittsfield Cooperative Bank, Harry Moore, and Jay Anderson*

84. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.

85. Defendants' actions constitute unequal pay, in violation of 29 U.S.C. § 206 (d).

86. As a result of Defendants' actions, Plaintiff suffered lost wages, front and back pay, emotional distress, consequential damages, attorneys' fees and costs and other damages so proven at trial.
87. As a result of these actions, Defendant is liable to Plaintiff for lost wages, front and back pay, consequential damages, emotional distress, punitive damages, attorneys' fees and costs and other damages so proven at trial.

**COUNT XI**

**Violation of Family and Medical Leave Act (FMLA), 29 U.S.C. § 2614**

*As to Defendant Pittsfield Cooperative Bank*

88. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.
89. Defendant Bank violated the provisions of the Family and Medical Leave Act when it terminated her while was on leave and failed to restore her to her previous position.
90. As a result, Plaintiff has suffered lost wages and benefits, consequential damages, emotional distress.
91. As a result of these actions, Defendant is liable to Plaintiff for her lost wages, compensatory damages, and a doubling of said amount under 29 U.S.C. § 2617(a), as well as attorney's fee and costs and interest on her losses.

**COUNT XII**

**Violation of Paid Family and Medical Leave Act, M.G. L. c. 175 M § 9**

*As to Defendant Pittsfield Cooperative Bank*

92. Plaintiff reasserts the facts set forth in the foregoing paragraphs and incorporates them herein.

93. Defendant Bank violated the provisions of the Paid Family and Medical Leave Act when it terminated Plaintiff while she was on leave and failed to restore her to her previous position.
94. As a result, Plaintiff has suffered lost wages and benefits, consequential damages, emotional distress.
95. As a result of these actions, Defendant is liable to Plaintiff for her lost wages, compensatory damages, and a multiplying of her damages, including attorney's fee and costs and interest on her losses.

WHEREFORE, the Plaintiff requests that the Court:

- a. Award full amount of her damages incurred as a result of Defendants' unlawful actions, including without limit lost wages, consequential damages, emotional distress, punitive damages, reasonable attorneys' fees and costs incurred;
- b. Award the Plaintiff such other and further relief as the Court deems appropriate.

**PLAINTIFF CLAIMS A JURY TRIAL AS TO ALL ISSUES SO TRIABLE.**

Respectfully submitted,  
Plaintiff, Victoria May  
By her Attorney,

/s/Janet R. Ruggieri/  
Janet R. Ruggieri, BBO No. 634431  
Murphy & Rudolf, LLP  
446 Main Street, Ste 1503  
Worcester MA 01608  
T: 508 425 6330  
F: 508 536 0834  
E: [ruggieri@murphyrudolf.com](mailto:ruggieri@murphyrudolf.com)

Dated: 9 11 23