



EISENBERG'S sexual harassment, condoned, and even actively participated in the same (Complaint. para. 5).

3. I am appalled at Stanley Arkin's description of defendants' sexual harassment as being "warm, friendly, discrete and entirely consensual." (Arkin Aff't., para. 2). I appreciate that an attorney swears to the truth of a statement on instructions, but defendants' attorneys are fully aware of the specific details of my continuing humiliation at GOLDMAN SACHS.

4. The sexual harassment described in my Complaint arose out of a seven-year sexual relationship with my former employer, defendant LEWIS EISENBERG. For the last two years he has manipulated my work environment with the calculated intention of obtaining sexual favors from me.

5. There is one specific incident which is an example only, but important to an understanding of EISENBERG'S sexual manipulation. On or about September 12, 1987, I was alone at my home at 147-22 68th Avenue, Flushing, Kew Garden Hills, New York 11367. At approximately 10:30 AM, EISENBERG arrived uninvited at my home and pushed his way into my bedroom. He screamed at me hysterically that he had a venereal disease and stated: "You should get this!" Thereupon, he grabbed my hair, pushed me down on to my knees, lowered his pants and

yelled: "Put me in your mouth". I fought with him and, fortunately his penis which was visibly infected with warts did not make contact with my mouth.

6. I was totally repulsed by this incident. I made it clear to him that any conduct of a sexual nature from him was most "unwelcome". From that time on, his sexual advances were sickening and absolutely lacking in any decency. He took every possible opportunity to humiliate me in the office by publicly touching my breasts and pelvic area and keeping me in his office with the door closed for three or four hours at a time. It was common gossip in the Institutional Sales Department in which we both worked that I could not be performing purely secretarial duties. Members of our department joked that I was in "Lew's protection", that I was "easy bait" and that I was "available".

7. The period, June 1989 to August 1989, raised by defendants (Cohen Aff't., Para. 4) is a striking example of EISENBERG'S sexual abuse of his managerial power over me.

8. In or about June 1989, I pleaded with EISENBERG to transfer me out of his Institutional Sales Department. This was not my first request and I was surprised when EISENBERG appeared to acquiesce in my request. On July 24 1989, I found a replacement person at my desk. I was

informed that I was still the Senior Administrative Assistant in Institutional Sales but in reality, this was a hollow title because I had been stripped of all responsibility. I was left at a desk all day without any real work whatsoever. This "paralyzing bind" continued until August 21, 1989, six days after I served a sexual harassment complaint against EISENBERG. (Cohen Aff't., Exh. C). Thereafter, I was transferred to another department until my employment was terminated on October 31, 1989.

9. Throughout this six week period prior to my transfer, EISENBERG flouted his power in the office by openly touching private parts of my body without my consent. He made it very clear that if I submitted to his sexual advances or performed sexual favors for him I would be reinstated to my former position.

10. It is totally outrageous for GOLDMAN SACHS to allege that they were unaware of EISENBERG'S sexual harassment. There were two partners, in particular, who were intimately aware and actively involved in the demeaning situation referred to above.

11. One partner of GOLDMAN SACHS, Gene Mercy was sexually involved with a prostitute "Lauren" and as such I was offered by EISENBERG to his partner to participate in a sexual encounter with Gene Mercy and his prostitute friend. I expressed my revulsion of his humiliating situation to the chagrin of EISENBERG and his partner.

12. On a second occasion I was offered by defendant EISENBERG to a partner of GOLDMAN SACHS Bob O'Hara. He had expressed an interest in me sexually and EISENBERG indicated that if I succumbed to his sexual advances, I would receive a handsome Christmas bonus from GOLDMAN SACHS. Again I refused to be involved in this sexual gamesmanship and thereupon EISENBERG voiced his opinion that he was disappointed with my "job performance".

13. On September 26, 1989 I met with Mr Cohen and Mr Cannon. There is obviously a dispute as to what was said at that meeting (Cohen Aff't., Para. 11). I made it very clear to everyone at that meeting the nature of the sexual harassment inflicted upon me.

14. Defendants have applied considerable pressure to prevent me bringing these matters before this court. Defendants have threatened to assist my ex-husband in his custody fight for my 11 year old daughter, investigators employed by EISENBERG have informed my neighbors that I am in "serious trouble" and furthermore, defendant EISENBERG has continued to harass me with obscene telephone calls at all times of the day and night.

15. On November 30, 1989 all attorneys met to discuss settlement of this case. When the action was not discontinued, all my benefits with GOLDMAN SACHS were terminated with immediate effect.

respectfully request this Court to dismiss defendants' motion for summary judgment.

*Kathy Abraham*  
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Sworn to before me this <sup>14th</sup> day of December, 1989  
*Jarn De Russo*  
Notary Public

KAREN D'AMBROSIO  
Commissioner of Deeds  
City of N. Y., No. 5-569  
Cert. filed in      County  
Comm. Expires June 1, 19