

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

ZURI WASHINGTON,

Plaintiff,

– against –

NETWORKS PRESENTATIONS, LLC, 1776  
TOURING LLC, and TRINITY WHEELER,  
GREGORY VANDERPLOEG, MADELINE  
MCCLUSKEY, and KATIE CORTEZ, in their  
professional and individual capacities,

Defendants.

**Case No. 7:24-cv-299**

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Zuri Washington, by her attorneys, Filippatos PLLC, hereby brings claims alleging racial discrimination and unlawful retaliation in her workplace, in violation of Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“Section 1981”), the New York State Human Rights Law, N.Y. Exec. Law § 296, et seq. (the “NYSHRL”), and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 *et seq.* (the “NYCHRL”), against Defendants NETworks Presentations, LLC (“NETworks”), 1776 Touring LLC (“1776 Touring”) (together, the “Corporate Defendants”), and Trinity Wheeler, Gregory Vanderploeg, Madeline McCluskey, and Katie Cortez (together, the “Individual Defendants,” and with Corporate Defendants, “Defendants”), by alleging and averring as follows:

**NATURE OF ACTION**

1. The classic musical *1776* premiered on Broadway in 1969 and tells the story of America’s founding.
2. In 2022, NETworks Presentations, LLC, one of the nation’s largest producers of touring Broadway shows, produced an innovative new production of *1776* (the “Show” or

“Production”) which exclusively starred multi-racial actors who identify as female, nonbinary, and/or transgender — groups that were shut out from and never considered during the drafting of the Declaration of Independence — as opposed to a cast historically of white men.

3. By casting only women, nonbinary, and transgender people of various races to play the Founding Fathers, the Production’s apparent goal was to remind the audience of the marginalized groups that were *not* considered during and did not participate in the drafting of the Declaration of Independence.

4. Shortly before this production of *1776* ends, the cast performs a song called “Molasses to Rum” which criticizes a potential anti-slavery clause in the Declaration of Independence. The song exposes the hypocrisy of Founding Fathers John Adams, Thomas Jefferson, Ben Franklin, and other men from the North who expressed their support for this clause on one hand, while they drank rum made via slave labor, handsomely profited off of slave ships, and had nonconsensual sex with enslaved women whose children were auctioned off into slavery on the other.

5. Unfortunately, the stark hypocrisy among certain Founding Fathers highlighted in “Molasses to Rum” was not all that different from how the producers of this supposedly transformative version of *1776* treated its own Black actors.

6. Plaintiff Zuri Washington, a classically trained actor, was originally cast to play Founding Father Robert Livingston in this production of *1776*, a role that she hoped would be her “breakout” performance.

7. As a Black actress who understood the racial politics that all too often seep into the world of Broadway show production, Ms. Washington held cautious optimism that the producers and production team of this version of *1776* would live up to their word and vigilantly consider

the unique interests and preferences actors of color possess that are all too easily and often ignored.

8. For instance, as a woman of color with fragile, textured hair, Ms. Washington's hair is incredibly important to her sense of self and is very much an extension of her identity. Ms. Washington has always taken great pride in highlighting her natural hair style, which requires paying close attention to it daily and applying the appropriate hair products at the right frequency and times.

9. To that end, as soon as she learned that she had been cast in the Show, Ms. Washington sought to align with the producers of *1776* regarding the plan for her hair knowing that she would be unable to wear her natural hair while performing.

10. Yet, despite her efforts to be proactive about her hair plan, several weeks after rehearsals began, and as the Show was preparing to start performing for live audiences, Ms. Washington still had no direction or guidance about what the plan for her hair would be, leaving her in an incredibly vulnerable and uncomfortable position.

11. While Ms. Washington had expressed a preference to wear a wig (or at the very least to install a braided protective style), the *1776* production team failed to confirm what design would be given to her.

12. Other Black actors who had similar concerns about their hair plans and who also expressed a preference for wearing a wig were likewise kept in the dark. Meanwhile, the Show was quick to accommodate white actors by providing them with wigs on demand.

13. After repeated requests for clarity about her hair plan, the Show's team finally responded to Ms. Washington's concerns at the virtual eleventh hour. In fact, by the time Ms. Washington was given this information, it was too late for her to make a hair appointment at any nearby salon. She instead had to have her hair braided by a non-professional member of the

Show's creative team, which took nearly a full day to complete, included a regularly scheduled rehearsal, and left her exhausted.

14. It was clear that the Show's production team felt no urgency whatsoever about ensuring that its Black actors' concerns were timely and sufficiently addressed, which understandably frustrated Ms. Washington.

15. The production team showed further disregard for members of the cast by being extremely opaque about what COVID-19 protocols and testing procedures the Show planned to implement, especially after there was a positive case of COVID-19 within the company.

16. Ms. Washington was, of course, not the only member of the cast frustrated by the production team's lackluster effort to protect the health and well-being of its cast members.

17. This building frustration and anxiety erupted in a February 15, 2023, meeting between cast members and representatives of the producers (the "COVID-19 Meeting"), including Company Manager Katie Cortez, during which several cast members, including Ms. Washington, vocally expressed their displeasure with and worry over the production team's uninspiring plan for keeping the cast healthy.

18. Ms. Washington was outspoken and impassioned at this meeting but did not act in any way to suggest that she was somehow a danger to or intended to harm anyone.

19. Nevertheless, and without warning, following the meeting, Ms. Cortez decided to place a phone call to General Manager Madeline McCluskey, who in turn contacted Ms. Washington's agent — a white male — to notify him that Ms. Washington was being "unruly and slamming chairs."

20. Not only was this description of Ms. Washington's actions untrue, but the sheer act of running to Ms. Washington's white male agent to effectively "tame" her for supposedly being

“unruly” was unquestionably a racially motivated macroaggression.

21. Indeed, no other cast member had their agent called, even though many members were just as, if not more, animated than Ms. Washington during the COVID-19 Meeting, with one member even threatening to sue the Show for negligence.

22. Yet, Ms. Washington was singled out as the token “angry black woman” who needed to be put “in check” by the predominantly white production team with the help of her male white agent.

23. When Ms. Washington’s agent immediately alerted her to what he had been told, Ms. Washington could not believe that the Show’s white producers had snitched on her to her white male agent, albeit with false characterizations of her behavior. Ms. Washington immediately became distraught and crestfallen, and after she became aware that no other cast member’s agent was contacted, was outraged at her singling out.

24. In the ensuing weeks, Ms. Washington asked for clarification from the Show’s producers about why her agent was called to ostensibly “tame” her, and rightly asked for an apology for what appeared clearly to be a racially motivated decision.

25. That this incident had occurred against the backdrop of the Show’s inexcusable lack of regard for the concerns expressed by Black cast members about their hair plans made Ms. McCluskey’s actions even more disturbing and tinged with racist subtext.

26. Ms. Washington received back nothing but radio silence from the Show’s producers in response to her complaints, and when she raised them once more, they were escalated to the Show’s third-party Human Resources (“HR”) agent.

27. A few weeks later, on March 21, 2023, Ms. Washington and a representative from her union finally met with a representative from the HR agency over videoconference. At this

meeting, Ms. Washington made clear that she felt targeted by the Show's production team because she was a Black woman and asked for an apology from Ms. McCluskey for trying to dispatch her white male agent to control her while many other cast members had been just as heated as her at the COVID-19 Meeting.

28. The HR representative claimed that she was not aware of Ms. Washington's concerns and requested time to "investigate" the allegations.

29. A few days later, on March 24, 2023, Ms. Washington and her union representative met again with the HR representative in question. However, when it became clear that neither Ms. McCluskey nor any other member of the production team were open to apologizing for their, at best racially insensitive and at worst outright racist, conduct, Ms. Washington became visibly upset at this insult.

30. The HR representative made it clear that she too was not going to do anything further to meaningfully address Ms. Washington race discrimination complaints, and presented Ms. Washington with the option of filing a formal written complaint of racial discrimination.

31. An understandably exasperated Ms. Washington indicated that she would take up the opportunity and file a formal complaint of race discrimination.

32. In the context of enthusiastically expressing her desire to formally go on the record in writing with her race discrimination complaints against the Show's producers, Ms. Washington animatedly uttered the words: "I will take these f\*ckers down. I have taken bigger f\*ckers down."

33. There was no question that these statements were said in the context of Ms. Washington's resolve to escalate her very serious race discrimination complaints and were obviously not directed at any person or group specifically.

34. Nor were her words an expression of any intent to cause physical harm or damage.

Simply, there was no legitimate or rational basis or reason to think that Ms. Washington meant anything remotely nefarious or unsafe.

35. However, shockingly, within a mere *two hours* after this meeting ended, Ms. Washington received a sudden call from her agent notifying her that the Show had abruptly decided to fire her allegedly for “threatening” the Show’s producers at the HR meeting earlier that day.

36. In other words, the producers of *1776* decided to kick Ms. Washington off the Show and remove her from a potentially career-defining role because she passionately and heartily expressed her intent to file a formal race discrimination complaint against members of its production team for discriminatory conduct against her.

37. There could hardly be a clearer case of unlawful retaliation against someone who has engaged in legally protected activity. For such unlawful activity to occur while in production for a Broadway show that aimed to attract a large audience by heavily promoting the diversity and uniqueness of its cast was particularly shameful, shocking, and exploitative.

38. As a result, Ms. Washington brings this action to obtain redress for Defendants’ blatant violation of her right to be free from racial discrimination and unlawful retaliation in her workplace, in violation of Section 1981, the “NYSHRL, and the NYCHRL.

### **JURISDICTION AND VENUE**

39. Jurisdiction of this Court is proper under 29 U.S.C. §§ 2617 and 28 U.S.C. §§ 1331 as Plaintiff alleges claims pursuant to Section 1981 of the Civil Rights Act of 1866.

40. The Court has supplemental jurisdiction over the claims Plaintiff has brought under state and city law pursuant to 28 U.S.C. § 1367.

41. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) as one or more of the Defendants reside within the Southern District of New York and/or the acts complained of occurred and/or originated therein.

### **ADMINISTRATIVE REQUIREMENTS**

42. Simultaneously with the filing of this action, Plaintiff will file a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) against Defendants alleging the same violations of her civil rights as alleged herein.

43. When the EEOC concludes its investigation and/or issues Plaintiff a Notice of Right to Sue, Plaintiff intends to amend this Complaint to add claims under Title VII for unlawful race discrimination and retaliation.

44. Plaintiff has met any and all other prerequisites or administrative requirements necessary to bring forth her claims in this action.

### **PARTIES**

45. At all times relevant hereto, Plaintiff Zuri Washington is and has been an adult resident of the State of New York, County of Bronx.

46. At all times relevant hereto, NETworks Presentations, LLC is and has been a Maryland corporation who has knowingly operated within the State of New York.

47. At all times relevant hereto, Plaintiff was an employee of NETworks.

48. At all times relevant hereto, 1776 Touring, LLC is and was a Maryland corporation who has knowingly operated within the State of New York.

49. At all times relevant hereto, Plaintiff was an employee of 1776 Touring.

50. At all times relevant hereto, Defendant Trinity Wheeler was and is currently an employee of NETworks and/or 1776 Touring, and the Executive Producer of 1776.



51. Defendant Wheeler had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same, and qualifies as Plaintiff's "employer" under all relevant statutes.

52. At all times relevant hereto, Defendant Gregory VanderPloeg was and is currently a Senior Representative of NETworks and/or 1776 Touring for 1776.

53. Defendant VanderPloeg had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same, and qualifies as Plaintiff's "employer" under all relevant statutes.

54. At all times relevant hereto, Defendant Madeline McCluskey was and is currently an employee of NETworks and/or 1776 Touring and the General Manager of 1776.

55. Defendant McCluskey had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same, and qualifies as Plaintiff's "employer" under all relevant statutes.

56. At all times relevant hereto, Defendant Katie Cortez was an employee of and/or contractor for NETworks and/or 1776 Touring and the Company Manager of 1776.

57. Defendant Cortez had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same, and qualifies as Plaintiff's "employer" under all relevant statutes.

58. Defendants Wheeler, VanderPloeg, McCluskey, and Cortez (the “Individual Defendants”) are all white/Caucasian.

### **FACTUAL ALLEGATIONS**

#### **I. Plaintiff Successfully Auditions for the Role of Robert Livingston in 1776, Which She Anticipates Will be a Breakout Role For Her**

59. Plaintiff Zuri Washington is a classically trained singer, dancer, and actor. She received her Bachelor of Fine Arts (“B.F.A.”) degree in musical theater from Point Park University.

60. Throughout her acting career, Ms. Washington has had professional theater roles in noted musicals, including a production of *Rent* by the Harbor Lights Theatre Co. in which she played Maureen, a production of *Dreamgirls* by the Virginia Repertory Theatres in which she played Deena Jones, a production of *Sister Act* by Paper Mill Playhouse in which she played Michelle, and a production of *Bring it On: The Musical* by Troika/Big League in which she played Danielle.

61. In November 2022, Plaintiff auditioned in New York City for the role of Robert Livingston on NETworks’ production of *1776*, which was set to tour nationally. On or about December 3, 2022, NETworks notified Plaintiff through her agent that she was chosen for the role.

62. Plaintiff was ecstatic at this opportunity, as she believed that this role could be a big “break” given that the Show was going to tour nationally and was likely to garner fanfare and attention due to its strategy of casting an all-female/nonbinary/transgender cast with many actors of color.

63. Upon information and belief, the grand majority of *1776*’s cast members auditioned for their roles in New York City with a casting company named Stewart/Whitley that is based in New York and conducts auditions on behalf of the Corporate Defendants. Upon information and

belief, all casting decisions were made in New York. Any other cast members who did not audition in person for their roles would have done so remotely, while the decisionmakers in charge of casting roles were in New York City.

64. New York City also served as the “point of origin” for the Show and its cast.

**II. Plaintiff is Disparately Treated by the Producers of *1776* as Compared to White and Non-Black Cast Members With Respect to Her Hair Plan**

65. Ms. Washington signed a contract to work on the production of *1776* with a term of employment that began on December 5, 2022, and would have expired on August 13, 2023.

66. Upon agreeing to join the cast of *1776*, Ms. Washington immediately knew that something would need to be done regarding her fragile, textured black hair so that she could maintain its health for the six months she would have to be on the road.

67. From the start of the tour, Ms. Washington requested information about her hair design for the Show so that she could make sure she had the hair products she needed and could prepare accordingly.

68. Ms. Washington’s agent even reached out to the Show’s management on her behalf prior to the start of rehearsals in December 2022 about aligning on her hair plan.

69. During the second week of rehearsals, on December 14, 2022, the Associate Hair Designer, Ashley Wise, held hair consultations for the cast during which they each were asked specifically whether they preferred to wear a wig, and if not, what look best suited their personal styles.

70. Ms. Washington told her at that time that she preferred wearing either a wig or a braid installation and was not comfortable with using her natural hair for her performance. Ms. Washington was clear about her concerns early in the process so that the relevant conversations could be had and decisions could be made well before heading out on the road.

71. However, Ms. Washington did not receive any further information about her hair design one way or the other. In January 2023, Ms. Washington requested an update about her hair plan from Hallie Timmons, the Hair and Wigs Supervisor, after she had not heard back from Ms. Wise.

72. Ms. Washington introduced herself in a very polite email, clarified that she understood that the conversations around hair may still be ongoing, but wanted to specify that she, as a Black woman, was anxious about the hair products she may need to travel with on the road and expressed concern about photos possibly being taken at the Show's first stop in Utica, New York without knowing the plan for her hair.

73. After some back and forth, Ms. Washington was told to wear a protective style, but still was not told whether she would be wearing a wig for the Show. Since she had not been told that she would need to wear her natural hair, and since she was asked about and clearly expressed her hair preferences during rehearsals, Ms. Washington assumed that the plan was for her to wear a wig, particularly as no one had told her otherwise.

74. On February 1, 2023, Ms. Washington again reached out for an update on her hair plan as the company was heading out to Utica, New York in a few days. She was told that her hair should specifically be a two-strand "spring" twist. Yet, it still was not clear if this would be her look for the Show or if that was to fit under a wig as this was a daily style that Ms. Washington commonly wore herself.

75. Accordingly, Ms. Washington asked for more clarification but did not receive a response.

76. The company left for Utica on February 6, 2023. By that point, Ms. Washington still had not been told about the plan for her hair and therefore had no information about what products she would need to maintain her hair on the road.

77. Moreover, the Show's producers kept Ms. Washington completely in the dark about what their expectations were of how her hair would be handled during performances. For instance, the producers never made clear whether the Show would be responsible for paying to alter her hair style or whether it was Plaintiff's responsibility, or whether Ms. Washington would be responsible for getting her hair cut to match the Show's preferences, or even whether the styling would be done professionally or by someone in-house.

78. None of the Show's white actors were uninformed about such an important issue having to do with their appearance during performances.

79. The following day, which was just days before preview shows were set to begin, Ms. Washington reached out to yet another member of the production team, Brisa Areli Muñoz, the Associate Director, about her hair plan (or lack thereof). However, Ms. Muñoz had apparently not been privy to those conversations.

80. Ms. Muñoz told Ms. Washington that she would reach out for information, but implied that Ms. Washington may need to wear her natural hair for a few days until they could come up with a concrete plan. At this point, Ms. Washington contacted her agent to confirm that he had in fact reached out to the Show's general management before rehearsals began, which he confirmed. He noted, however, that he had not heard back from management.

81. That evening, in what was meant to be a tech rehearsal, Ms. Washington wore a wig cap. At the same time, her agent and Ms. McCluskey spoke about a hair plan for Plaintiff. That same night, Ms. Wise, who held hair consultations at rehearsal, released an image for the

specific protective hairstyle the production team wanted for Ms. Washington. However, Ms. Washington still was not told whose responsibility it would be to implement (and later maintain) the style.

82. Additionally, Ms. Washington expressed concerns about having to do this hairstyle herself as it involved a complicated process. Ms. Muñoz and Co-Director Jeffrey L. Page finally then spoke to Ms. Washington to confirm that the Show would be covering the cost of implementing the style and maintaining it throughout the tour.

83. Ms. Washington was relieved to finally receive this information after so many weeks of constant uncertainty.

84. The next day, Ms. Wise contacted Ms. Washington to apologize for the confusion, revealing that Ms. Washington's request for a wig had apparently been already denied a while back, yet no one thought to notify her about of decision until the tour was already on the road. Meanwhile, multiple white actors in the Show were provided with wigs, including one who did not even request one. This blatant disparate treatment caused Plaintiff to feel marginalized and isolated.

85. On top of that, Ms. Washington was informed that there were no appointment openings at any hair salons in Utica, New York, which meant they would need to try booking one when they got to the next city on the tour, Philadelphia.

86. In the meantime, Ms. Washington was asked once again to wear her natural hair during performance, even though, as she reminded Ms. Wise, she had expressed her concerns over wearing her natural hair from the get go.

87. The production team then came up with a new plan for Courtney Ross, the Assistant Choreographer, to style Ms. Washington's hair in her hotel room.

88. The production team apparently believed this would only take three or four hours, but it ended up taking far longer. Due to this haphazard, last-minute plan, Ms. Washington had to balance attending tech rehearsal with getting her hair completed.

89. Ms. Washington was even asked to continue getting her hair styled during a meal break and had to continue having her hair worked on until 3:00 A.M. that night, with another full day of tech rehearsal set to start in just a few hours.

90. The next week, once tech rehearsals concluded, Ms. Washington requested a meeting to discuss her concerns about the way she was being treated regarding her hair plan and requested that Ms. Muñoz, as well as another Black cast member with similar frustrations about their hair plan, be in attendance.

91. After some scheduling issues, a meeting did take place, except with Stage Manager Katie Cortez and not with Ms. Munoz.

### **III. The Show's Producers Discriminatorily Treat Ms. Washington as if She Fit the "Angry Black Woman" Trope, and Even Try to Summon Her White Male Agent to "Tame" Her**

92. *1776* opened touring in mid-February 2023. Unfortunately, there was almost immediately a positive case of COVID-19 in the workplace.

93. The cast members had not yet dealt with a dangerous and difficult situation like this, and had several concerns, particularly about close contact and testing protocols.

94. On February 15, 2023, the cast and production team and managers met to discuss COVID-19 safety measures for the Show (the "COVID-19 Meeting").

95. During this meeting, multiple members of the cast expressed frustration about how the producers were handling the situation, which had been a concern since the start of the contract.

Ms. Washington, who was also delegated as a union deputy, was one of the cast members who spoke out.

96. Many cast members had already expressed the same sentiment and concerns as Ms. Washington, but she was one of the few willing to speak up about these concerns to production.

97. As corroborated by multiple members of the cast, tensions were high at this meeting, and numerous individuals expressed frustration and dismay.

98. Several of the actors, both Black and white, became animated after it became clear that the producers were not taking the group's concerns about COVID-19 and appropriate safety measures seriously, particularly as some actors suffered from pre-existing conditions.

99. To emphasize how lackluster the production team's COVID-19 response was, Ms. Washington slapped her hand against the back of the chair in front of her for emphasis and vocalized her frustration by saying to the production team: "You keep talking about our how you're following Equity's [the actors' union] rules. I don't give a f\*ck about Equity. I've said it before, and I'll say it again – your testing standards should be more stringent. We [the cast] are the ones on the road and we are the ones who can't mask all the time."

100. Shortly after the meeting ended, however, Ms. Cortez, who was in attendance, called Ms. McCluskey. Ms. McCluskey, in turn, then contacted Ms. Washington's white male agent to report her as allegedly being "unruly" and "slamming chairs" during the COVID-19 Meeting.

101. Ms. Washington's agent immediately called to check on her and relay what Ms. McCluskey had told him. Hearing what her agent had to say caused Ms. Washington to immediately hyperventilate and suffer a panic attack. What Ms. McCluskey had told her agent



was not accurate. Moreover, Ms. Washington was infuriated by being stereotyped as the “angry Black woman” on the cast.

102. Ms. Washington soon learned that she was the *only* cast member whose agent was called even though many members were impassioned in the meeting, including one actor who threatened to sue the show.

103. Tellingly, Ms. Washington was never provided with a write-up or clarification as to the type of alleged inappropriate behavior or language in which she allegedly engaged.

104. Ms. Washington felt victimized and unjustly vilified. Company Manager Katie Cortez was asked to speak to Ms. Washington backstage and provide more color on why her agent had been called. Ms. Washington requested an apology for being singled out.

105. Ironically, while the Show was asking its Black actors to represent enslavement through their choreography, including mimicking being hanged, Ms. Washington felt and expressed to Ms. Cortez that it was as if a noose was being tightened around her neck as she waited for someone to kick a cinderblock out from under her.

106. Ms. Washington also felt as if she was being treated like a wild animal, who needed to be tamed by their master who, in this context, was supposed to be her male white agent.

107. In other words, Ms. Washington was experiencing racism on a Show that was designed to have the bodies of Black actors tell the story, yet which made no effort to care for these actors’ bodies or minds once they left the stage.

108. In the ensuing two weeks, Ms. Washington followed up with Ms. Cortez regarding what had transpired at the COVID-19 Meeting. Ms. Washington was still waiting to receive a clear response from the production team as to Ms. McCluskey’s motivations and intentions for contacting her agent following the COVID-19 Meeting. Ms. Washington had yet to receive

anything resembling an apology from Ms. McCluskey for the pain she had caused, even if done so inadvertently.

109. Finally, on March 3, 2023, Ms. Cortez responded to Ms. Washington to suggest that she speak to Sarah Rajtik, a third-party Human Resources professional.

**IV. The Show Immediately Terminates Ms. Washington After She Expresses Her Intent to File a Formal Race Discrimination Complaint Against its Producers**

110. Ms. Washington, along with a union representative, met over Zoom with Ms. Rajtik on March 21, 2023. During this meeting, Ms. Washington recounted what she had been experiencing at the Show, which not only included her concerns about COVID-19 protocols and what transpired during and after the COVID-19 Meeting, but also the distress she suffered relating to her hair plan, which caused her tremendous anxiety and frustration.

111. Ms. Washington told Ms. Rajtik about the pattern she observed of the Show's producers treating and addressing the concerns of white cast members far better and more acutely than that of Black cast members, who appeared to be afterthoughts.

112. Ms. Washington offered the example of how white cast members who ordered hair supplies after she did, nevertheless received their supplies before her.

113. In particular, Ms. Washington expressed how she was growing increasingly frustrated about simple things such as not being provided with the proper itch product for her scalp and how it had to take repeated follow ups and several weeks of waiting before her request was finally fulfilled.

114. Ms. Washington also expressed how dismissed and overlooked she was made to feel by the Show's producers, including when the Show's Hair Supervisor incorrectly presumed that Ms. Washington's hair timeline was the same as other women who required similar styles. She explained how, for Black women, their hair is very much a part of their identity, with different

requirements to maintain. Black women's hair was not all the same. For instance, Ms. Washington's roots naturally become fluffy over time.

115. Ms. Washington explained how it was unacceptable that it took three weeks for her to get the requisite hair products from the production crew, which made her feel marginalized.

116. Ms. Washington was clear about the lack of communication around her hair design and the lack of support she and other Black company members felt. In fact, another white cast member confirmed that *none* of the people of color who asked for a wig were provided with one, even though they were specifically asked for their preferences early in rehearsals. Yet, the white cast member was given a wig made specifically for her which she herself felt was discriminatory and showed that she was being prioritized over the Black cast members.

117. In addition to the lack of wigs, this white cast member confirmed that other Black members received conflicting information about their haircuts, styles, and what would and would not be reimbursed during this process.

118. Simply, Ms. Washington was not given the time and attention from the Show's producers as they gave to her white counterparts. There was little rhyme, reason, or consistency with how the Show's producers made decisions concerning Ms. Washington's and other Black cast members' hair. In fact, not one Black cast member was given a wig, whereas four white cast members were.

119. Ms. Washington, who herself is a DEI (diversity, equity, and inclusion) consultant, even offered to bring in DEI counselors onto the team to quell the mounting frustration developing between the cast and producers.

120. After Ms. Washington finished detailing her experiences in this meeting, Ms. Rajtik stated that she needed to conduct other interviews and would get back to Ms. Washington and her

union representative with her findings. Ms. Rajtik indicated that she expected to speak with Executive Producer Trinity Wheeler, Ms. McCluskey, and Ms. Cortez.

121. Ms. Washington, along with her union representative, and Ms. Rajtik met again a few days later on March 24, 2023. In that meeting, Ms. Rajtik informed Ms. Washington that, according to the Show's producers, the reason that only her agent was called in relation to the COVID-19 Meeting was because Ms. Washington was "cursing" and no one else was.

122. Ms. Washington was bewildered by this explanation, as she had never been reprimanded for her use of language. Moreover, whatever Ms. Washington might have said was done so in the presence of adults only, in an environment where adult language was commonplace and never an issue. Ms. Washington knew that this new justification was manufactured.

123. Indeed, Ms. Washington was never written up for or told to stop using swear words, so it was inexplicable why her agent needed to be called. Rather, it was clear that her agent was called to try to control her like some wild animal.

124. Ms. Rajtik then told Ms. Washington that she had spoken with Ms. Cortez, Mr. Wheeler, and Ms. McCluskey and that no apology would be forthcoming because they believed that they behaved properly.

125. This was a direct slap to Ms. Washington's face which, understandably, upset Ms. Washington deeply. Ms. Washington, who was at a loss of words, expressed her dissatisfaction and frustration with the racism she was experiencing and how it was actively being ignored and brushed aside by the Show's producers by making a gesture with her middle finger. Ms. Washington was not directing this gesture at Ms. Rajtik or to anyone, but to express her dismay at the production team's continued dismissiveness of her genuine concerns of discrimination and refusal and unwillingness to acknowledge the pain and suffering they had caused her.

126. Ms. Rajtik then told Ms. Washington that there was nothing further she could do but offered Ms. Washington the option of filing an official complaint of discrimination.

127. Ms. Washington thought about the suggestion for a few seconds, before agreeing that she would indeed file a formal complaint, stating, in sum and substance: “You know what, yes, I will, because this is the only course of action available to me and I’m going to do it. I’ll take these f\*ckers down that way if I have to. I’ve taken bigger f\*ckers down before and I’ll do it again. So yes, I will be filing an official complaint with HR.”

128. Ms. Rajtik responded: “OK. Write up your account and send it to me at your earliest convenience,” which Ms. Washington agreed to do.

129. Incredibly, within just a couple of hours, Ms. Washington received a sudden phone call from her agent who notified her that her employment and contract was being abruptly terminated, with 17 weeks remaining. Very few details about why the producers of the Show decided to fire Ms. Washington, two hours or so after she indicated her intent to file a formal race discrimination complaint against the Show, were provided.

130. The next day, March 25, 2023, Ms. Washington received her official termination letter signed by Mr. Vander Ploeg, Senior Director, General Management. The letter stated that Ms. Washington’s contract was terminated effective March 24, 2023, for alleged “aggressive, uncontrolled behavior and threatening statement, including, but not limited to, ‘I will take these f\*ckers down; I have taken bigger f\*ckers down’ on a Zoom meeting with Sarah Rajtik and Kylie Kirk on Friday March 24<sup>th</sup>, 2023,” which allegedly “will not be tolerated and requires immediate termination.”

131. Mr. Vander Ploeg, in his own words, all but admitted that the Show had fired Ms. Washington because of her intent to file a race discrimination complaint.

132. In the immediate aftermath of Ms. Washington's firing, 1776 cast members immediately reached out to their union in support of Ms. Washington. Cast members even asked the union whether they could boycott that night's performance, but ultimately decided not to. Nevertheless, this show of support for Ms. Washington made clear the lack of any safety or other concerns related to her whatsoever.

133. Ms. Washington's union immediately contacted the Show's producers to request an official notice of termination and any additional information to support their allegations against Ms. Washington. Management refused to provide any further information.

134. To that point, Ms. Washington had never received any formal progressive discipline, such as a writeup or even a meeting with management to discuss supposed concerns about her behavior or language. Instead, after making a statement during a meeting with HR about her intent to file a formal complaint of racial discrimination, Ms. Washington's employment was immediately terminated without ever being provided an adequate opportunity to change her behavior if in fact there were legitimate concerns.

135. Defendants later claimed that Ms. Washington engaged in "egregious behavior" to justify her firing. However, this claim was first made well after the termination had been carried out.

136. Rather, Mr. Wheeler and Mr. Vander Ploeg initially told Ms. Washington's union representatives that she had to be removed from the workplace due to being an "immediate safety concern" based specifically on what was said during the March 24, 2023, meeting with HR.

137. During this call, there was no claim made of any "egregious behavior."

138. The reality was that, had Ms. Washington not enthusiastically expressed her intent to file formal race discrimination complaints against the Show and its producers, Defendants would not have terminated her employment.

139. In addition to significant economic losses, as a result of Defendants' unlawful, discriminatory, and retaliatory actions, Ms. Washington has suffered from severe emotional distress, including depression, loss of interest and pleasure in activities that she used to enjoy, feeling consistently fatigued or having little energy, lack of concentration, and difficulty with decision making. These symptoms have caused clinically significant distress and impairment in her overall wellbeing and daily functioning.

**FIRST CAUSE OF ACTION**  
**DISCRIMINATION UNDER SECTION 1981**  
**(Against All Defendants)**

140. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

141. Defendants engaged in unlawful employment practices prohibited by Section 1981 by discriminating against Plaintiff because of her race (Black/African American).

142. As a result of the acts and conduct complained of herein, Plaintiff has suffered, and will continue to suffer, damages including, but not limited to, economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

143. Accordingly, as a result of Defendants' unlawful conduct in violation of Section 1981, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

**SECOND CAUSE OF ACTION**  
**RETALIATION UNDER SECTION 1981**  
**(Against All Defendants)**

144. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs of the Complaint as if fully set forth herein.

145. As alleged herein, Defendants unlawfully retaliated against Plaintiff in violation of Section 1981 after Plaintiff engaged in protected activity by complaining about race discrimination in the workplace and indicating her intent to file a formal complaint of race discrimination.

146. As a result of the acts and conduct complained of herein, Plaintiff has suffered, and will continue to suffer, damages including, but not limited to, economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

147. Accordingly, as a result of Defendants' unlawful conduct in violation of Section 1981, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

**THIRD CAUSE OF ACTION**  
**DISCRIMINATION UNDER THE NYSHRL**  
**(Against All Defendants)**

148. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

149. N.Y. Executive Law § 296 provides that:

It shall be an unlawful discriminatory practice: "(a) For an employer or licensing agency, because of an individual's age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual



or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.”

150. Defendants engaged in an unlawful discriminatory practice by discriminating against Plaintiff because of her race (Black/African American) with respect to the terms and conditions of her employment, including by treating her worse than white counterparts and terminating her employment.

151. As a result of the acts and conduct complained of herein, Plaintiff has suffered, and will continue to suffer, damages including, but not limited to, economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life’s pleasures, and other non-pecuniary losses and special damages.

152. Accordingly, as a result of Defendants’ unlawful conduct in violation of the NYSHRL, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

**FOURTH CAUSE OF ACTION**  
**RETALIATION UNDER THE NYSHRL**  
**(Against All Defendants)**

153. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs of the Complaint as if fully set forth herein.

154. As alleged herein, Defendants unlawfully retaliated against Plaintiff in violation of the NYSHRL after Plaintiff engaged in protected activity by complaining about race discrimination in the workplace and indicating her intent to file a formal complaint of race discrimination.

155. As a result of the acts and conduct complained of herein, Plaintiff has suffered, and will continue to suffer, damages including, but not limited to, economic and pecuniary losses (past

and future), severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

156. Accordingly, as a result of Defendants' unlawful conduct in violation of the NYSHRL, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

**FIFTH CAUSE OF ACTION**  
**AIDING AND ABETTING UNDER THE NYSHRL**  
**(Against Individual Defendants Only)**

157. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

158. New York State Executive Law § 296(6) provides that it shall be an unlawful discriminatory practice: "For any person to aid, abet, incite compel or coerce the doing of any acts forbidden under this article, or attempt to do so."

159. The Individual Defendants each engaged in unlawful employment practices in violation of the NYSHRL by aiding, abetting, inciting, compelling, and/or coercing the discriminatory and retaliatory conduct against Plaintiff set forth herein.

160. As a result of the acts and conduct complained of herein, Plaintiff has suffered, and will continue to suffer, damages including, but not limited to, economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

161. Accordingly, as a result of the Individual Defendants' unlawful conduct in violation of the NYSHRL, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

**SIXTH CAUSE OF ACTION**  
**DISCRIMINATION IN VIOLATION OF THE NYCHRL**  
**(Against All Defendants)**

162. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

163. By the actions detailed above, among others, Defendants have discriminated against Plaintiff in violation of the NYCHRL by, *inter alia*, denying her the equal terms and conditions of employment because of his race, treating her worse than her white counterparts, and unlawfully terminating her employment.

164. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, for which she is entitled to an award of monetary damages and other relief, in addition to reasonable attorneys' fees and expenses.

165. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which she is entitled to an award of monetary damages and other relief.

166. Defendants' unlawful and discriminatory actions were done with willful negligence, or recklessness, or a conscious disregard of the rights of Plaintiff or conduct so reckless as to amount to such disregard of Plaintiff's protected rights under the NYCHRL, for which Plaintiff is entitled to an award of punitive damages.

**SEVENTH CAUSE OF ACTION**  
**RETALIATION IN VIOLATION OF THE NYCHRL**  
**(Against All Defendants)**

167. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

168. By the actions detailed above, among others, Defendants have retaliated against Plaintiff based on her protected activities in violation of the NYCHRL, including by terminating Plaintiff's employment.

169. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, for which she is entitled to an award of damages, in addition to reasonable attorneys' fees and expenses.

170. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which she is entitled to an award of damages.

171. Defendants' unlawful and retaliatory actions were done with willful negligence, or recklessness, or a conscious disregard of the rights of Plaintiff or conduct so reckless as to amount to such disregard of Plaintiff's protected rights under the NYCHRL, for which Plaintiff is entitled to an award of punitive damages.

**EIGHTH CAUSE OF ACTION**  
**AIDING AND ABETTING UNDER THE NYCHRL**  
**(Against the Individual Defendants)**

172. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation in each of the preceding paragraphs as if fully set forth herein.

173. By the actions described above, among others, Individual Defendants knowingly or recklessly aided and abetted and directly participated in the unlawful discrimination and retaliation to which Plaintiff was subjected in violation of the NYCHRL.

174. As a direct and proximate result of Individual Defendants' unlawful actions in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, economic damages, mental anguish, and emotional distress for which she is entitled to an award of damages.

175. Individual Defendants' unlawful actions were done with willful negligence, or recklessness, or a conscious disregard of the rights of Plaintiff or conduct so reckless as to amount to such disregard of Plaintiff's protected rights under the NYCHRL, for which Plaintiff is entitled to an award of punitive damages.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in, and enjoining Defendants from continuing to engage in, unlawful employment practices prohibited by Section 1981 and the New York State Human Rights Law and New York City Human Rights Law in that Defendants discriminated and retaliated against Plaintiff on the basis of her race (Black/African American);

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendants' unlawful discrimination and retaliation and to otherwise make her whole for any losses suffered as a result of such unlawful employment practices;

C. Awarding Plaintiff compensatory damages for mental, emotional, and physical injury, distress, pain and suffering, and injury to her reputation in an amount to be proven at trial;

D. Awarding Plaintiff punitive damages;

E. Awarding Plaintiff attorneys' fees, costs, disbursements, and expenses incurred in the prosecution of this action; and

F. Awarding Plaintiff such other and further relief as the Court may deem equitable, just, and proper to remedy Defendants' unlawful employment practices against her.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: January 16, 2024  
New York, New York

Respectfully submitted,

**FILIPPATOS PLLC**



By: \_\_\_\_\_

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