UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JAY CLIFTON,

Plaintiff,

-against-

INTERBRAND NYC; WILLIAM WODUSCHEGG; CHRIS CAMPBELL; JULIE ALPEREN; CHARLES TREVAIL; CHRISTOPHER NURKO; OLIVER MALTBY; and HOLMFRIDUR HARDARDOTTIR

Defendants.

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Case No.: 1:24-cv-09411

AMENDED COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jay Clifton, by his attorneys, Filippatos PLLC, hereby alleges against Defendants Interbrand NYC ("Interbrand" or the "Company"), William Woduschegg, Chris Campbell, Julie Alperen, Charles Trevail, Christopher Nurko, Oliver Maltby, and Holmfridur Hardardottir (together, the "Individual Defendants") as follows:

NATURE OF THE CASE

1. Jay Clifton, the former dedicated Creative Director of DEI and Associate Creative Director, Branded Content at Defendant Interbrand, is an African American man who was incessantly subjected at his workplace to rampant discrimination, a hostile work environment, and retaliation. Mr. Clifton was, tragically, viewed by his employer as “less than” and merely equipped to do DEI work solely because he is African American.

2. Interbrand hired Plaintiff solely to “fix” its image and did not want Plaintiff nor deem him capable of doing matters besides those relating to DEI – a clear indication that the Company and several key employees were severely racist and had only discriminatory intentions with Plaintiff.

3. The discrimination and racial hostility even bled into Plaintiff's ability to perform his job and succeed at Interbrand. Indeed, not only was he the only Black Creative Director (and, at the time, the only black employee out of 1200) at the Company, but he just happened to be Interbrand's ***sole Creative Director who did not receive any general client work and support staff***. Even more alarming, a supervisor has indicated to Plaintiff that some of Interbrand's leaders are "straight-up racist and misogynistic, who do not believe that there is a Diversity issue at the Company," and the Director of Human Resources stated, "It takes three months on average for new employees to get up to speed, but up to six months for black and brown people."

4. As a result of Defendants' unlawful conduct, Plaintiff hereby brings this action to obtain redress from Defendants for violating his civil rights under Title VII of the Civil Rights Act of 1964, 42 USC §§ 2000e *et seq.*, ("Title VII"); Section 1981 of the Civil Rights Act of 1866, 42 USC § 1981 ("§ 1981"); the New York State Human Rights Law, New York State Executive Law, §§ 296 *et seq.* ("NYSHRL"); the New York City Human Rights Law, Administrative Code §§ 8-107, *et seq.* ("NYCHRL"); and the Massachusetts General Laws Chapter 141B §§4, et seq. ("MASS").

PARTIES, JURISDICTION, VENUE, AND ADMINISTRATIVE PREREQUISITES

5. At all times relevant hereto, Plaintiff was and is a resident of the State of Massachusetts, County of Plymouth.

6. At all times relevant hereto, Plaintiff was and is an African American man.

7. At all times relevant hereto, Plaintiff was an employee of Interbrand working remotely from the State of Massachusetts, County of Plymouth, with the full knowledge and consent of Interbrand.

8. At all times material, Interbrand NYC was and is a for-profit organization maintaining its principal place of business at 200 Varick Street, 10th Floor, New York, NY 10014.

9. Upon information and belief, Interbrand NYC employs approximately 1200 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Plaintiff is proceeding herein.

10. Upon information and belief, at all times relevant hereto, Defendant William Woduschegg was and is an individual residing in the State of New York, as well as an employee of Interbrand, holding a position of "Executive Creative Director," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

11. Upon information and belief, at all times relevant hereto, Defendant Chris Campbell was and is an individual residing in the State of New York, as well as an employee of Interbrand, holding the position of "Executive Creative Director," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

12. Upon information and belief, at all times relevant hereto, Defendant Julie Alperen was and is an individual residing in the State of New York, as well as an employee of Interbrand, holding the position of "Executive Director, Talent," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

13. Upon information and belief, at all times relevant hereto, Defendant Charles Trevail was and is an individual residing in the State of New York, as well was an employee of Interbrand, holding the position of "Interbrand Group Chief Executive Officer," and had the authority to hire,

terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

14. Upon information and belief, at all times relevant hereto, Defendant Christopher Nurko was and is an individual residing in the State of New York, as well as an employee of Interbrand, holding the position of "Interbrand Group Chief Innovations Officer," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

15. Upon information and belief, at all times relevant hereto, Defendant Oliver Maltby was and is an individual residing in the State of New York, as well as an employee of Interbrand, holding the position of "Executive Creator Director," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

16. Upon information and belief, at all times relevant hereto, Defendant Holmfridur Hardardottir was and is an individual residing in the State of New York, as well as an employee of Interbrand, holding the position of "Executive Director and Chief Operating Officer," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

17. This Court has subject matter jurisdiction over this matter pursuant to 28 USC §1331.

18. This Court has supplemental jurisdiction over the claims that Plaintiff has brought under state law pursuant to 28 USC § 1367.

19. Venue is proper in this district, pursuant to 28 U.S.C. §1391(b)(1) and (2), as one or more Defendants reside in the Southern District of New York, and a substantial part of the acts complained of herein occurred in this district.

20. By: (a) dual-filing a Charge of Discrimination with Equal Employment Opportunity Commission ("EEOC") and the Massachusetts Commission Against Discrimination ("MCAD"); (b) receiving a Notice of Right to Sue from EEOC on September 11, 2024; and (c) commencing this action within 90 days of the issuance of the Notice of Right to Sue by the EEOC, Plaintiff has satisfied all procedural prerequisites for the commencement of the instant action.

FACTUAL ALLEGATIONS

A. Plaintiff's Illustrious Career in Creative Directing and Advertising Design

21. Plaintiff joined Interbrand in 2021 with over ten years of experience in Creative Directing and Advertising Design. After graduating from the Massachusetts College of Art and Design with a Bachelor of Fine Arts in Communication Design in 2002, Plaintiff earned his Master of Arts from Syracuse University in Advertising Design. While obtaining his Master's degree, Plaintiff worked at The Timberland Company as the Senior Art Director. His responsibilities included providing creative leadership and support to the Timberland brand and all sub-brands, both international and domestic. He also produced advertising which included concept development, print, and point of purchase displays that were both outdoors and in-house, as well as online, radio, and television advertisements.

22. From 2006 to 2010, Plaintiff was the Creative Director/Director of Creative Services at Pizzeria Uno Restaurants Inc. ("Uno"). While at Uno, Plaintiff functioned as the exclusive executive corporate creative lead, answering to the CEO and COO. He spearheaded, conceptually created, and executed a major re-brand of all of Uno's creative materials across all

marketing channels. Plaintiff was also the single point of contact with all creative agencies across all media channels.

23. After leaving Uno, Plaintiff started his own agency, JayCliftonCreative, where he was the Creative Director, Art Director, Advertising Copywriter, and Principal. He then accepted a position as Senior Art Director at C-Space, a sister company of Interbrand.

B. Plaintiff Is Hired By Interbrand

24. Plaintiff joined Interbrand as Creative Director of DEI and Associate Creative Director, Branded Content, on or about September 19, 2021. His hiring immediately followed an extensive temporary assignment at Interbrand's sister company, C-Space, spanning from approximately April 26, 2021, through September 18, 2021.

25. Plaintiff assumed exclusive responsibility for strategic implementation of the following key functions: leading the development and execution of the Company's All In for All ("AIFA") DEI program and performing work for clients within a portfolio ("Portfolio 3") managed by Defendant Woduschegg, who was Caucasian. He was also available and performing work for clients within another portfolio ("Portfolio 2") managed by Defendant Campbell, who was Caucasian. Specifically, Plaintiff was hired by Interbrand to divide his time 30/70 between DEI work (30) and client work, with Branded Content (70) being the majority.

26. However, it quickly became apparent that Plaintiff was hired to do almost exclusively DEI work, even if it was not the key component of what Plaintiff was hired to do as a professional with over ten years of experience in Creative Directing and Advertising Design. So much so, Plaintiff was made aware that if he did not successfully spearhead the DEI initiative at Interbrand, he would have to return to C-Space and ultimately be let go a month later. As illustrated below, his general client work was virtually zero.

27. Given his demonstrated abilities at his prior positions and his cross-functional leadership abilities, Plaintiff achieved ongoing success at Interbrand – in the DEI efforts and the virtually zero general client work he received.

28. At first, Plaintiff was thrilled to have reached what he thought was the pinnacle of his career by landing a position at a venerable institution such as Interbrand, which offered him security, as well as the opportunity to design and build trailblazing initiatives, yet that changed after he realized he was just a pawn to Interbrand.

29. Plaintiff's starting salary in September 2021 was $130,000 annually, and it remained that amount throughout his employment at Interbrand.

C. Plaintiff Is Alerted that Interbrand Is Riddled with Problems of Systemic Bias

30. Prior to his hire at Interbrand, Mr. Clifton was alerted by multiple executives of the deeply rooted systemic bias at Interbrand.

31. Executive Director at Interbrand, Barry Silverstein, alerted Plaintiff that Defendant Alperen would impede the DEI efforts, and as illustrated below, she did, repeatedly.

32. Even the CEO and global leadership, Defendant Trevail, reportedly viewed Interbrand as demonstrating systemic racial bias, so much so that he told Plaintiff in February 2021 that he would offer “air cover” to Plaintiff in his DEI efforts at Interbrand to speak the truth without fear of retribution or people doing nothing.

33. During that conversation, Defendant Trevail expressed that the diversity situation at Interbrand was extremely problematic, and he compared it to a "Lions' Den," where survival is difficult. A specific example was given where Managing Partner, Human Truths, Franco Banadio,

an Italian-English white male, returned to C-Space after a short stint at Interbrand due to his inability to make any progress in DEI efforts.

34. Defendant Trevail also shared that there was a lack of proper DEI progress at Interbrand and too much tokenism present. Additionally, no individuals of color and few women were in leadership positions. Defendant Trevail described the creative division's leadership team as out of touch, privileged, and ignorant middle-class older white males, with only two members identifying as LGBTQ+.

35. Additionally, in another phone call in February 2021, Defendant Nurko informed Plaintiff about Interbrand's significant issues with systemic bias. Defendant Nurko stated that there are hardly any LGBTQ+, people of color, or women in leadership positions. He even told Plaintiff that two employees in leadership roles were "straight-up racist and misogynistic," who refused to be on the DEI Board and claimed, "We don't have a diversity issue at our Company," even though it was clear as day.

36. Clearly, Defendant Trevail and Defendant Nurko were well aware of the rampant racial discrimination at the Company. Despite such, Defendant Trevail and Defendant Nurko never actively sought to make any significant changes to Interbrand to make it less riddled with systemic bias, even though they proclaimed so repeatedly to Plaintiff.

37. Defendant Trevail claimed he wanted to change Interbrand by integrating Plaintiff into Interbrand and putting his perspective on most projects – which did not happen. Likewise, Defendant Trevail never actually provided Plaintiff with DEI (or any other assistance) even though he promised such.

38. Defendant Nurko claimed he wanted to work with Plaintiff to create the future of advertising by having a fully diverse and committed team, yet, after engaged in racially discriminatory behavior himself against Plaintiff.

39. Defendant Nurko said to Plaintiff in or about June 2021 (in the middle of an otherwise professional conversation about business matters): "You seem angry…." Well aware of the stereotype of the "angry black man," Plaintiff immediately complained directly to Defendant Nurko about this microaggression, pointing out the ugly racial connotations of his remark. Defendant Nurko never apologized.

40. Moreover, after this encounter, Defendant Nurko purposefully evaded Plaintiff by disappearing from Plaintiff's day-to-day and DEI work. Yet, Defendant Nurko still interacted with other non-black co-workers regarding DEI work.

41. Clearly, Defendant Trevail and Defendant Nurko were making empty promises and are as privileged and racially discriminatory as the rest of Interbrand.

D. Plaintiff Suffered Racial Discrimination in His Terms and Conditions of Employment

42. Right from the start at Interbrand, Plaintiff, one of the few Black Employees at the Company at that time (the only when hired), was discriminated against in his terms and conditions.

43. During negotiations with Interbrand in August 2021, Plaintiff was repeatedly told he would receive a written job description for his upcoming dual role as Creative Director of DEI and Associate Creative Director, Branded Content. No job description was ever provided at any time after he joined Interbrand. This left Plaintiff in a very uncertain position, never knowing exactly what was expected of him in his dual role. In contrast, white employees were given job descriptions.

44. Once Plaintiff started the so-called dual role, Plaintiff was assigned almost zero client work. Contrary to the 30/70 split to which he had agreed, DEI work constituted almost 100% of his workload, even at the client account level.

45. In Portfolio 3, Plaintiff worked solely on one account – General Electric – that could be considered general client work – a 3-to-4-week project with minimal hours per week (10 hours). The timeline is very suspicious because the account was given to him just a few weeks before he was fired, likely done to create the appearance that he was assigned general client work - when in reality, virtually all his work was for DEI.

46. More, in Portfolio 2, Plaintiff worked on other accounts – Prudential and Truist Bank – yet that work was also predominately DEI. Plaintiff had to bill his work as "Culture." Clearly, Interbrand viewed Mr. Clifton as a token Black employee who was useful only in regard to diversity issues and not suitable for general client work.

47. Plaintiff, even with his formidable experience and the dual role, was given a lower salary for the responsibilities he had to undertake – he was approximately underpaid by $60,000-70,000 – and Plaintiff's attempt to negotiate was vigorously stricken down.

48. Unlike white employees, Plaintiff was not assigned a "Buddy" to guide him in the early stages of his employment at Interbrand. To his knowledge, he, the only new Black employee at the Company at the time, was the only new hire and transfer from a sister company not to be assigned a Buddy, which remained the case throughout Plaintiff's tenure at Interbrand.

49. To make the disparaging treatment even more apparent, Plaintiff – the only black Creative Director at Interbrand – was also the sole Creative Director who did not have proper support staff, as all others had 2-3 designers at any given time.

50. Notably, Defendant Trevail and Defendant Nurko were fully aware of at least three individuals whom Plaintiff wanted as support staff and carried over from C-Space prior to him taking on the position at Interbrand. Both agreed and were enthusiastic about this idea, yet never followed through.

51. Moreover, Plaintiff, even with his formidable experience and the dual role, was given a lower salary for the responsibilities he had to undertake – he was approximately underpaid by $60,000-70,000 – and Plaintiff's attempt to negotiate was vigorously stricken down.

E. Plaintiff and Other Black Employees Suffered Racial Discrimination, Including a Hostile Work Environment at Interbrand

52. Throughout Plaintiff's employment, he commonly witnessed and heard racially biased statements about him and other Black employees.

53. For instance, Ellis Hudson, a Black gay man, and Plaintiff worked at Interbrand together for about 8 months on AIFA. Mr. Hudson was subjected to severe discrimination to the point that he was forced to quit in August 2022.

54. Mr. Hudson was constantly bombarded with questions about black and brown people's experiences, and ignorantly and discriminatorily, his supervisor expressed that homeless people – referring to Black homeless people in particular – chose to be homeless.

55. A white freelancer producer named Tziporah Ebery claimed, in front of Plaintiff, during a project with Interbrand, that Black women's hair was violent and threatening and needed to be changed.

56. Interbrand, Defendant Alperen, and the leadership team completely ignored any DEI commitments made and chose to forego the DEI staff percentage obligations they made. The

Company continued to fill open positions with Caucasian people under the false stereotype of Caucasian people being more positively effective initially than Black or brown people.

57. In October 2021, after Plaintiff confronted Defendant Alperen about Interbrand's failure to follow DEI commitments, Ms. Alperen responded, "To be honest with you, I've just been hiring people" —mostly Caucasian (besides five)—.

58. During previous meetings, Defendant Alperen stated in Plaintiff's presence, and to clearly antagonize him: **"It takes three months on average for new employees to get up to speed, but up to six months for black and brown people."** This outrageous comment was, of course, deeply offensive, and hurtful to Plaintiff and reinforced the feeling he already had that the culture at Interbrand was permeated with outright racism.

59. It is evident that Defendant Alperen, who is in charge of talent recruitment at Interbrand, displayed a lack of consideration for DEI efforts and held racial prejudice.

60. Despite these glaring issues, she still holds her position in talent, indicating how rotten the core of Interbrand is.

61. It came to the attention of Plaintiff, at a meeting with Defendant Trevail on or around December 1, 2021, that Defendant Nurko, ever since Plaintiff called him out for his racial stereotyping and microaggressions back in June 2021, in clear retaliation, "spends his whole time complaining and throwing [Plaintiff] under the bus."

62. To make matters worse, Plaintiff's superiors even referred to him – frequently – as a "token" employee and spoke about "tokenization" in his presence. For instance, Andrew Miller, Executive Strategy Director of Interbrand, while discussing a DEI project entitled IB stories,

directly used the word when referring to Mr. Clifton, Arman Cherian-Ashe, a former Interbrand Brand Strategist, and Interbrand's Talent Acquisition & DEI Strategy, Armand Bolourin.

63. On or about April 13, 2022, Plaintiff attended a meeting with high-level leadership – specifically, four white Executive Creative Directors: Defendant Woduschegg, Defendant Campbell, Mike Knaggs, and Defendant Maltby.

64. The purpose of the meeting was to introduce Plaintiff to the Executive Creative Directors so that they could assign him work. Unfortunately, rather than give him assignments, Defendant Maltby quickly dismissed the highly qualified Plaintiff as not a fit for Interbrand. He scornfully stated: "We don't have any projects on the level that you've worked on. You seem like an advertising person. I'm scared for you…." He berated, demeaned, and humiliated Plaintiff by asking whether he knew how to use the programs and applications and had the elementary thinking required for the role – knowing full well of his expertise.

65. Defendant Maltby then exclaimed: "Something's wrong here" three times during the meeting, reiterating his view that Plaintiff did not belong. He soon became belligerent, shouting at Plaintiff: "Prove something to [them]!"

66. Moreover, at the end of the meeting, Defendant Maltby stated: "Oh you'll be gone in about six months to a year, or whatever it is, and what good is that to us." From this interaction alone, regrettably, there was a clear undertone suggesting that Defendant Maltby and the rest of the Executive Creative Directors held biased beliefs regarding Plaintiff's abilities solely based on his race, thus exposing their racist dispositions.

67. This meeting demonstrably highlights how Interbrand and its Executive Creative Directors did not value Plaintiff's expertise in Creative Directing and Advertising Design.

68. Plaintiff was left reeling after the meeting. Turning to upper management for help, he complained to four different managers about the incident. But, as discussed below, his complaints fell on deaf ears.

F. Plaintiff's Complaints about Discrimination Are Casually Cast Aside by Management

69. In April 2022, Plaintiff complained to Defendant Woduschegg that, at the meeting with the four Executive Creative Directors, the white Defendant Maltby had targeted him, a Black subordinate, for mistreatment. Defendant Woduschegg responded: "No one should be treated like that." Yet Defendant Woduschegg did nothing to address or escalate Plaintiff's complaint.

70. Plaintiff also complained about the incident to Defendant Campbell, who merely advised him to "stay away" from Defendant Maltby, offering no assistance whatsoever.

71. With Defendant Woduschegg and Defendant Campbell failing to address his complaint, Plaintiff took his complaint to Defendant Trevail, who had previously offered to provide him with "air cover" (i.e., support). But Defendant Trevail refused to help, saying: "You know, I can't handle every issue with the staff in New York, Jay." Defendant Trevail then told Plaintiff that Defendant Maltby had a "long history in HR for doing the same things he did to you."

72. Indisputably, the Company was already on notice that Defendant Maltby regularly engaged in inappropriate conduct toward subordinates yet had done nothing to address the problem, leaving Plaintiff to suffer targeted mistreatment to which he should never have been subjected.

73. Plaintiff also complained to Mr. Banadio, who, after advising Plaintiff never to meet with Defendant Maltby alone, instructed him to put the incident behind him and move on.

74. Defendant Woduschegg, Defendant Campbell, Defendant Trevail, Mr. Banadio, and Defendant Nurko did nothing to address or escalate Plaintiff's racial discrimination complaints.

75. In short, not one of the five members of upper management to whom Plaintiff complained passed along Plaintiff's complaint to Human Resources for an investigation. Each of them essentially washed their hands of it, despite the fact that: (a) Plaintiff's complaint put the Company on notice of a discrimination claim; (b) each of the managers was fully aware of the rampant racial bias at Interbrand; (c) three of them had actually witnessed Defendant Maltby's racist targeting of Plaintiff first-hand; and (d) Defendant Maltby had treated other, similarly situated employees the same way he treated Plaintiff.

G. Plaintiff Continues to Be Discriminated And Retaliated Against, Culminating in His Unlawful Termination

76. Following his protected activity, Plaintiff's situation worsened, culminating in his unlawful termination.

77. In June 2022, Emma Katovitz, Senior Manager, New Business noted in an email to Plaintiff that Interbrand's client recruitment materials only included pictures of white men. She also acknowledged that there was a serious lack of diversity at Interbrand at "the director level and above."

78. When Plaintiff told Defendant Alperen, the white Executive Director, Talent, about his email exchange with Ms. Katovitz, Defendant Alperen offered no response to the issue of bias at Interbrand but, rather, seemed bothered that Ms. Katowitz had spoken to Plaintiff at all. Plaintiff never heard from Ms. Katovitz ever again. Defendant Alperen completely silenced Ms. Katovitz.

79. Interbrand, when confronted with this accusation, dared to claim that Defendant Alperen would not have been "bothered" to speak with Plaintiff about this accusation– which even more shows how Interbrand does not care about people of color or their concerns, not to mention, that Defendant Alperen was known to be paying no heed to discrimination – which is a far troubling sign considering she is the head of talent acquisition and HR.

80. On or about June 29, 2022, Plaintiff had a follow-up meeting with Defendant Alperen to discuss the distressing event that occurred two months earlier with the Executive Creative Directors. At that meeting, Defendant Alperen minimized the events that occurred. She stated to Plaintiff: "When I saw your CV and portfolio, I probably wouldn't have hired you because of your advertising background and advertising people don't work out at Interbrand," entirely missing the point of this meeting – to address the mistreatment by the Executive Creative Directors – and a clear attempt to gaslight.

81. Plaintiff naturally felt discouraged, excluded, and dismissed, yet not completely surprised as Defendant Alperen herself had acted discriminatorily towards Plaintiff various times, and those complaints also went by the wayside. She even proclaimed that Plaintiff "shouldn't even be at Interbrand."

82. To add insult, on or about July 15, 2022, Defendant Alperen casually stated at a meeting: "the Leadership Team and I were very upset about what happened with Oliver, and we've handled it." Yet Defendant Alperen did nothing to address or investigate Plaintiff's complaint. This statement was more of a mockery than anything.

83. Interbrand claims that Plaintiff was fully aware of what Interbrand's "serious repercussions" were for Defendant Maltby. In reality, Plaintiff was provided limited information

– making it even more evident that there were no "serious repercussions" for Defendant Maltby's discriminatory behavior. This was a classic case of covering up the prevailing systemic bias that everyone knew about.

84. The discrimination did not end there as Defendant Alperen– in a July 29, 2022, Leadership Team meeting after Plaintiff raised the issue of having a "Buddy" to assist in race, gender, LGBTQI+, ethnicity, and disability integration efforts, interrupted Plaintiff to make the following shocking statement: **"Jay, we already have buddies for everyone. You just didn't get one because of your coming here under special circumstances."**

85. Plaintiff was in shock that Defendant Alperen said this outright offensive, demeaning statement in front of everyone, including Daniel Binns, the Chief Executive Officer of North America & Global Director of Partnerships, Defendant Hardardottir, Defendant Campbell, Defendant Maltby, Mr. Knaggs, Andrew Miller, Executive Strategy Director (now Chief Growth Officer), and a host of other Creative, Strategy, Verbal and Client Managers.

86. Plaintiff felt humiliated, belittled, and offended that Defendant Alperen dared to proclaim him as "here under special circumstances" – which once again illustrates that he was a mere token in their eyes. But Plaintiff remained professional and joked the remark off at the meeting because it would have been more humiliating if he took issue then and there, as he would be branded as the "angry black man" again.

87. It is worth noting that no one checked on the Plaintiff or expressed concern during or after this incident, despite everyone appearing visibly uncomfortable.

88. On September 8, 2022, Interbrand suddenly and rashly terminated Plaintiff's employment. Remarkably, Plaintiff's termination occurred just a few weeks after he received a

prestigious Iconic Award for 2022, which was awarded to him in recognition of his outstanding performance in DEI of all things that year.

89. Prior to his firing, Plaintiff was never written up or subject to any disciplinary action, and his performance was excellent. Up to the day of his firing, Plaintiff was still working on two major Fortune 500 client projects – General Electric and Prudential.

90. Conveniently, and in clear retaliation for his numerous protected complaints (in which he unambiguously alleged race discrimination), Plaintiff received an abysmal, unjustified 360 review the same day as his unlawful termination.

91. The "360 Review" is an insult to a seasoned professional like Plaintiff, filled with falsehoods and exaggerations, manufactured exclusively to retaliate against him and gin up pretextual reasons for the termination decision. Plaintiff did not: 1) make multiple (or any) inappropriate sexually suggestive comments; 2) did not dominate group environments nor discourage collaboration; 3) "no-show" to a client shoot with no forewarning; nor 5) demonstrate a lack of technical understanding of his role, causing colleagues to have to pick up the slack. His termination was unlawful and in blatant retaliation for his protected activities.

92. In a meeting with Mr. Banadio (who at the time was not even his supervisor any longer), Defendant Hardardottir informed Plaintiff he was being fired, giving the preposterous reason that in a 360 review, some female employees complained that they found Plaintiff disrespectful and intimidating. This was yet another dog-whistle allusion to the "angry Black man" racist stereotype.

93. The preposterous reason was based on a meeting Plaintiff had with Defendant Alperen in August 2022, where she stated that several females were offended when Plaintiff had

remarked that he had used up his "load" on a demanding task. Plaintiff had been referring, of course, to his load of energy, but apparently, a female employee claimed – incorrectly and with a clear sexual/racial stereotype in mind about how Black men are hypersexual, virile, and more prone to sexual harassment/violence – that Plaintiff had said, "I blew my load" and that this was a sexual reference.

94. No one would have believed that Plaintiff meant it as a sexual reference. In fact, Plaintiff would often talk about his wife, making it even more apparent that he did not sexualize anyone at work. Evidently, this misguided and racially biased claim was used as a pretext to fire Plaintiff to retaliate for complaining about the multitude of discrimination he endured, and the Company's realization that Plaintiff was not going to accept being a mere token that the Company could parade around to proclaim how "diverse" it is.

95. While this is not a sexual reference, and he made it clear to Defendant Alperen at that August 2022 meeting that it is a figure of speech, Interbrand's culture was far from being clean and conservative. Many people, including Mr. Banadio and Mr. Binns, commonly made sexual and crude jokes. Mr. Binns, in a speech in front of everyone at Interbrand, repeatedly said "shit," even when referring to Defendant Alperen.

96. More so, Plaintiff worked remotely from Boston, with some trips throughout the year to New York or other locations, and all his interactions with his colleagues were in group settings where he showed nothing but respect for all his coworkers, including his female colleagues.

97. For example, Plaintiff went above and beyond on his first visit to the New York office about a month after he joined the Company ***by saving Defendant Alperen's life***. He sprang

into action as soon he realized that she was having a seizure and began helping her. Virtually everyone in attendance praised him for his heroics.

98. Plaintiff was a firm advocate for women as a man raised by a single woman who has two sisters, two daughters, coaches a girls' basketball team, and regularly supports and advocates on behalf of a coworker who is a single mother. Interbrand's "reason" for firing Charing Party is farfetched to say the least, and clearly pretextual.

99. Worse, Plaintiff was afforded no opportunity to respond to the allegations made against him. Moreover, there was no formal investigation of the complaints. Plaintiff was never interviewed nor given any opportunity to speak. Nor was he ever given any warning whatsoever prior to his firing, strongly suggesting that the reason proffered by Interbrand to justify Plaintiff's firing was merely a pretext for discrimination and retaliation.

100. The ruthless discrimination and retaliation Plaintiff experienced at Interbrand has rendered him distraught and crestfallen. Indeed, Plaintiff's emotional distress is clear and cognizable given the reality that Interbrand allowed a culture permeated with racial bias to go unchecked at the Company and fired him – on a flimsy pretext – after failing to investigate any of his complaints of discrimination.

101. The Company, by its discriminatory and retaliatory actions, created severe consequences for Plaintiff. By painting him falsely as a chauvinistic bully and as someone who treats women poorly, he has suffered damage to his good name, reputation, professional recommendations he had garnered at Interbrand, and potential employment prospects.

102. Moreover, the ludicrous accusations lodged against him have negatively compromised his position and reputation as a DEI leader. Plaintiff has yet to find a comparable position.

FIRST CAUSE OF ACTION
DISCRIMINATION AND HOSTILE WORK ENVIRONMENT UNDER TITLE VII
Against Interbrand Only

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

104. By the actions detailed above, among others, Interbrand discriminated against Plaintiff in violation of Title VII by, *inter alia*, denying him the equal terms and conditions of employment because of race (African American) and color (Black) and allowing Plaintiff to be subjected to discrimination and hostile work environment.

105. 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) – such as income, salary, bonuses, and other compensation that his employment entailed, 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.

106. Accordingly, as a result of the unlawful conduct of Interbrand set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

SECOND CAUSE OF ACTION
RETALIATION UNDER TITLE VII
Against Interbrand Only

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

108. By the actions detailed above, among others, Interbrand has retaliated against Plaintiff based on his protected activities in violation of Title VII, including by subjecting him to a baseless negative performance review and terminating Plaintiff's employment.

109. 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) – such as income, salary, bonuses, and other compensation that his employment entailed, 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.

110. Accordingly, as a result of the unlawful conduct of Interbrand set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

THIRD CAUSE OF ACTION
DISCRIMINATION AND HOSTILE WORK ENVIRONMENT UNDER SECTION 1981

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

112. Pursuant to 42 USC §1981: "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and should all be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind and to no other."

113. Defendants engaged in unlawful employment practices prohibited by 42 USC §1981 against Plaintiff by denying him the equal terms and conditions of employment, discriminating against him, and subjecting him to a hostile work environment because of his race (African American) and color (Black).

114. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

115. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

FOURTH CAUSE OF ACTION
RETALIATION UNDER SECTION 1981

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

117. As described above, Defendants retaliated and/or discriminated against Plaintiff for engaging in protected activities pursuant to 42 USC § 1981, including by subjecting him to a baseless negative performance review and terminating Plaintiff's employment.

118. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

119. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

FIFTH CAUSE OF ACTION
DISCRIMINATION UNDER NYSHRL

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

121. New York Executive Law § 296 provides that:

> 1. 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."

122. By the actions detailed above, among others, Defendants have discriminated against Plaintiff in violation of the NYSHRL by, *inter alia*, denying him the equal terms and conditions of employment, discriminating against him, and subjecting him to a hostile work environment because of his race (African American) and color (Black).

123. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

124. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

SIXTH CAUSE OF ACTION
RETALATION UNDER NYSHRL

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

126. New York Executive Law § 296 provides that:

> 7. It shall be an unlawful discriminatory practice for any person engaged in any activity to which this section applies to retaliate or discriminate against any person because he or she has opposed any practices forbidden under this article or because he or she has filed a complaint, testified, or assisted in any proceeding under this article.

127. By the actions detailed above, among others, Defendants have retaliated against Plaintiff based on his protected activities in violation of the NYSHRL, including by subjecting him to a baseless negative performance review and terminating Plaintiff's employment.

128. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

129. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

SEVENTH CAUSE OF ACTION
AIDING AND ABETTING UNDER NYSHRL
Against Individual Defendants Only

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

131. 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."

132. Individual Defendants engaged in an unlawful employment practice in violation of New York State Executive Law § 296(6) by aiding, abetting, inciting, compelling, and coercing the discriminatory conduct against Plaintiff.

133. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

134. Accordingly, as a result of the unlawful conduct of Individual Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

EIGHTH CAUSE OF ACTION
DISCRIMINATION UNDER NYCHRL

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

136. New York City Administrative Code §8-107(1) provides that it shall be unlawful discriminatory practice: "(a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability, marital status, sexual orientation, or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions, or privileges of employment."

137. By the actions detailed above, among others, Defendants have discriminated against Plaintiff in violation of the NYCHRL by, *inter alia*, denying him the equal terms and conditions of employment, discriminating against him, and subjecting him to a hostile work environment because of his race (African American) and color (Black).

138. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

139. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

NINTH CAUSE OF ACTION
RETALIATION UNDER NYCHRL

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

141. New York City Administrative Code §8-107(7) provides that it shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter, (ii) filed a complaint, testified or assisted in any proceeding under this chapter, (iii) commenced a civil action alleging the commission of an act which would be an unlawful discriminatory practice under this chapter, (iv) assisted the commission or the corporation counsel in an investigation commenced pursuant to this title, (v) requested a reasonable accommodation under this chapter, or ([v]vi) provided any information to the commission pursuant to the terms of a conciliation agreement made pursuant to section 8-115 of this chapter.

142. By the actions detailed above, among others, Defendants have retaliated against Plaintiff based on his protected activities in violation of the NYCHRL, including by subjecting him to a baseless negative performance review and terminating Plaintiff's employment.

143. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

144. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

TENTH CAUSE OF ACTION
AIDING AND ABETTING UNDER NYCHRL
Against Individual Defendants Only

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

146. New York City Administrative Code §8-107(6) provides that it shall be unlawful discriminatory practice "for any person to aid, abet, incite, compel or coerce the doing of any acts of the acts forbidden under this chapter, or attempt to do so."

147. Individual Defendants engaged in an unlawful employment practice in violation of New York City Administrative Code §8-107(6) by aiding, abetting, inciting, compelling, or coercing the discriminatory conduct against Plaintiff.

148. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

149. Accordingly, as a result of the unlawful conduct of Individual Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

ELEVENTH CAUSE OF ACTION
DISCRIMINATION UNDER MASS

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

151. Massachusetts General Laws Chapter 141B §4(1) provides that it shall be unlawful practice "for an employer, by himself or his agent, because of the race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, pregnancy or a condition related to said pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, ancestry or status as a veteran of any individual 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, unless based upon a bona fide occupational qualification."

152. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

153. Accordingly, as a result of the unlawful conduct of Individual Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

TWELFTH CAUSE OF ACTION
RETALIATION UNDER MASS

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

155. Massachusetts General Laws Chapter 141B §4(4) provides that it shall be unlawful practice "For any person, employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because he has opposed any practices forbidden under this chapter or because he has filed a complaint, testified or assisted in any proceeding under section five."

156. 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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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.

157. Accordingly, as a result of the unlawful conduct of Individual Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

THIRTEENTH CAUSE OF ACTION
AIDING AND ABETTING UNDER MASS
Against Individual Defendants Only

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

159. Massachusetts General Laws Chapter 141B §4(5) provides that it shall be unlawful practice "For any person, whether an employer or an employee or not, to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this chapter or to attempt to do so."

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) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; 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 unlawful conduct of Individual Defendants, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in unlawful employment practices prohibited by Title VII of the Civil Rights Act of 1964, as codified, 42 USC §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII"); Section 1981 of the Civil Rights Act of 1866, 42 USC § 1981 ("§ 1981"); the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq. ("NYSHRL"); the New York City Human Rights Law, Administrative Code §§ 8-107, et seq. ("NYCHRL"); and the Massachusetts General Laws Chapter 141B §§4, et seq. ("MASS") in that Defendants discriminated and retaliated against Plaintiff on the basis of his race (African American) and color (Black);

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from

Defendants' unlawful discrimination and to otherwise make him 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 his 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.

JURY DEMAND

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

Dated: January 24, 2024
New York, New York

Respectfully submitted,

FILIPPATOS PLLC

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