


<p>CHARGE OF DISCRIMINATION</p> <p><small>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</small></p>		<p>Charge Presented to: Agency(ies) Charge No(s):</p> <p><input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC</p>	
<p><u>The Connecticut Commission on Human Rights and Opportunities</u> and EEOC</p> <p><small>State or local Agency, if any</small></p>			
Name (indicate Mr. Ms. Mrs.)		Home Phone (Incl. Area Code)	Date of Birth
Street Address		City, State and ZIP Code	
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name	No. Employees, Members	Phone No. (Include Area Code)	
Verizon Communications Inc.	>10,000		
Street Address		City, State and ZIP Code	
1095 Avenue of the Americas,		New York, New York 10036	
DISCRIMINATION BASED ON (Check appropriate box(es).)		DATE(S) DISCRIMINATION TOOK PLACE	
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify below.)		Earliest (ADEA/EPA) Latest (All) May 22, 2025	
		<input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attached extra sheet(s)):			
<p><i>(Please find the attached narrative statement of facts).</i></p>			
<input type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY – When necessary for State and Local Agency Requirements	
I declare under penalty of perjury that the above is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT	
Mar 17, 2022 <hr/> Date	 <small>Mar 17, 2026 14:54:03 EDT</small> Charging Party Signature	SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)	

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE**

----- X
[REDACTED],
Claimant,
v.
INSIGHT GLOBAL, LLC, and VERIZON COMMUNICATIONS,
INC.
Respondents.
----- X

Claimant, [REDACTED] (“[REDACTED]” or the “Charging Party”), hereby alleges the following against Respondents, Insight Global, LLC (“Insight”) and Verizon Communications, Inc. (“Verizon”) (collectively hereinafter referred to as “Respondents”) in support of her claims under the Americans with Disabilities Act of 1990 (“ADA”), 42 U.A.C. §§ 12101, *et seq.*, as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 (“ADAA”); and the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60, *et seq.*:

NARRATIVE STATEMENT OF MATERIAL FACTS

A. Preliminaries

1. At all times relevant hereto, Charging Party, [REDACTED], is a resident of the State of [REDACTED].
2. At all times relevant hereto, Respondent Insight Global, LLC was and is a foreign limited liability corporation registered to and doing business in New York State.
3. Respondent Insight has offices in the State of New York located at 250 Park Avenue, Suite 1100, New York, New York 10177.

4. At all times relevant hereto, Respondent Verizon Communications, Inc. was and is a foreign business corporation registered to and doing business in New York State.

5. Respondent Verizon has offices in the State of New York located at 1095 Avenue of the Americas, New York, New York 10036.

6. Upon information and belief, Respondent Insight employs more than 15,000 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Charging Party is proceeding herein.

7. Upon information and belief, Respondent Verizon employs more than 50,000 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Charging Party is proceeding herein.

8. At all times relevant hereto, Charging Party was and is an employee of Respondent.

9. Upon information and belief, Respondents were and are an employer of the Charging Party.

MATERIAL FACTS

B. [REDACTED] Illustrious Design Career

10. [REDACTED] joined Verizon on or about February 17, 2025, with over 20 years of experience in Design and Project Management.

11. [REDACTED] has a Bachelor of Arts in English Literature and Education from the City University of New York. From 2005-2009, [REDACTED] worked as a Technical Writer, Content Manager and Program Manager for Microsoft where she wrote help and how-to content, and designed user experiences for Windows Phone and Xbox.

12. From 2010 to the present, [REDACTED] has contributed to the success of multiple companies, operating as a freelancer and consultant in many different capacities, where she created

taxonomies for multiple corporations, startups, platforms and websites; redesigned websites, internal infographics, process diagrams, and other visual communication artifacts for internal and external use; and created a host of digital design products which facilitated the user experience both internally and externally, thereby increasing customer retention and satisfaction while facilitating a streamlined and efficient workflow.

13. From 2015 to 2018, as a Human-Centered Service/Product Design Consultant with Accenture & Avanade, [REDACTED] contributed to Government Pensions Projects in Michigan, New York and Ontario Canada including research, business analysis and requirements gathering for a major digital transformation of Pensions Systems in the United States and Canada; designed applications and systems for government use and cultivated professional relationships for the betterment of the products delivered.

14. [REDACTED] also contributed to Microsoft's Internal/External Cloud collaboration by conducting business analysis and user research to understand challenges of internal and external collaboration for Field Sales & Consulting Teams while designing information architecture and user experience artifacts for robust cloud collaboration.

15. From 2013 to 2020, [REDACTED] operated as a Service Design, Research, and Content Consultant through her own consulting business, The [REDACTED]. [REDACTED] has taught and mentored new and aspiring designers; worked with large and small companies on organizational, process, and design strategy; provided business analysis to develop strategies for product development and disbursement; designed and conducted workshops and other group activities to develop concrete usable feedback and create alignment within companies; created and executed on content management plans, user experience text, internal training and process documents, marketing materials, web copy, and functional specifications.

16. [REDACTED] has managed content teams and content delivery plans while working closely with developers and product owners, architects and executives to successfully deliver her products.

17. Further, [REDACTED] repertoire as a consultant through [REDACTED] and other companies, including Aquent, comprises multiple user experience initiatives including applications, research reporting, and platforms, which helped streamline productivity for multiple companies.

18. For Trusty.Care, [REDACTED] designed a Medicare plan finder application for a broker-focused startup. At Road2College, she designed a product set for a college search and preparation startup. At Accenture, she designed interfaces for an enterprise cloud estate management platform which was used to optimize systems, costs, savings and consumer utilization for Fortune 100 companies. At Monsterful, she conducted user and competitive research for baseball training virtual reality and sister applications. At USHW, she designed an end-to-end performance analytics internal website. For the Committee For Children, she rearchitected a large-scale content and tools suite for *Second Step*, an emotional intelligence education program. Finally, at BioLogistex, [REDACTED] designed a biotech-focused logistics SaaS platform, conducted user research, helped figure out the company's trajectory and requirements, and created all designs from information architecture to branding elements.

19. From 2020 to 2021, [REDACTED] operated as a Freelance Design Consultant with Morgan Stanley. There, [REDACTED] worked as part of an internal design agency, providing design support to internal clients. She conducted internal user research studies to inform design of new HR system modules, designed internal and external interfaces for various consumer products and contributed to the internal design systems and procedures.

20. As the Senior Manager of Service Design at Capital One Commercial Bank from 2021 to 2023, [REDACTED] managed a team of designers, developed new design practices for the lending group, worked with cross-functional leadership to define large-scale digital transformation strategy, designed in-depth user experiences for a new lending lifecycle platform and Salesforce, developed design strategy and conducted in-depth business analysis to assess internal and external user experiences.

21. From 2023 to February 2025, [REDACTED] was a Lead Design Strategist for Duke Energy. There, [REDACTED] conducted comprehensive research and analysis on enterprise-wide challenges across supply chain and related processes, tools, and teams, regularly reporting on her findings. [REDACTED] also designed and conducted workshops, created audience-oriented design products geared toward visualizing solutions-based processes, and regularly provided analysis and recommendations as to effective business strategies, saving the utility approximately half a billion dollars.

22. [REDACTED] also struggles with Unspecified Anxiety Disorder, which leads to acute insomnia, and which she manages with prescribed medication. Despite this disability, [REDACTED] has been gainfully and successfully employed throughout her career.

C. Immediately After [REDACTED] Discloses Her Disability, Her Work Environment Declines, and [REDACTED] is Subjected to Discrimination on the Basis of Her Disability

23. On or about February 17, 2025, [REDACTED] began working for Verizon as a remote Service Design/Experience Design strategist.

24. [REDACTED] joined Verizon through Insight, and directly reported to Verizon's Lead Experience Design, Nathan Chapman, who was managed by Associate Director of Experience Design, Kelvin Chan.

25. Initially, [REDACTED] did not disclose her disability to Verizon or Insight because of the stigma associated with mental illness in the workplace.

26. When [REDACTED] was hired, she was told that she was being brought in to a new Navigation Architecture team at Verizon because the existing team had a background in product design and [REDACTED] expertise in service design and information architecture was required.

27. At first, [REDACTED] was told that she would be reporting directly to Mr. Chan. However, [REDACTED] later learned that Mr. Chapman would be her lead and further learned that Mr. Chapman was a new manager with no information architecture experience.

28. Very early in her employment with Verizon, Mr. Chapman discussed with [REDACTED] and her teammate, [REDACTED], that they could begin brainstorming about what Verizon's website could look like in the future.

29. Both [REDACTED] and [REDACTED] understood this to be an informal exercise in establishing the effectiveness of information architecture and its ability to transform Verizon's current website design because they were not provided a formal deadline or required deliverable like they were with their other projects.

30. In the beginning of April 2025, Mr. Chapman casually mentioned to [REDACTED] that he was feeling stressed about his mother-in-law being in the hospital.

31. In an effort to relate to Mr. Chapman, [REDACTED] confided in him that she suffered from anxiety, and she stated that she would only be able to manage his level of stress with the assistance of her prescribed medication.

32. Mr. Chapman curtly replied, "I wouldn't want to take medication. I'm an alpha male and would just power through it."

33. Based on this comment, [REDACTED] reasonably believed that Mr. Chapman harbored a discriminatory animus against individuals with mental health disabilities, including a belief that they are less resilient than those without such impairments, especially those that rely on medication to treat their disability.

34. Nonetheless, [REDACTED] hoped that this was an isolated incident and that she would not be subjected to further mistreatment.

35. Also in early April 2025, after not having previously followed up about any progress on their brainstorming regarding the Verizon website, Mr. Chapman suddenly scheduled a review with Mr. Chan, [REDACTED] and [REDACTED] to discuss [REDACTED] “thought process” around restructuring the information architecture of Verizon’s website.

36. During this conversation, it started to seem that this was not an informal exercise, but in fact an official project, which had never been communicated to [REDACTED] or [REDACTED], both of whom understood it to be an informal exercise.

37. During this meeting, Mr. Chan harshly criticized [REDACTED] for not providing the appropriate deliverable regarding the Verizon website.

38. After this meeting, [REDACTED] spoke with Mr. Chan privately, to explain why it was her understanding that the website project was informal and did not require a formal deliverable.

39. [REDACTED] also shared with Mr. Chan that she was not receiving guidance, project assignments, or clear directions of any kind from Mr. Chapman.

40. [REDACTED] made clear to Mr. Chan that she intended to perform at an optimal level but that she needed clear communication as to company’s priorities and project ownership.

41. Following this meeting, [REDACTED] also shared with Mr. Chapman her concerns that there had been no formal project assigned regarding the website and that neither [REDACTED] nor [REDACTED] were aware of the seriousness of this project.

42. [REDACTED] also shared these concerns with Elizabeth Cerreto, Senior Account Manager with Insight, who assured [REDACTED] that Mr. Chan would get more involved in the day-to-day operations; however, Mr. Chan never got more involved.

43. [REDACTED] expressly requested that assigned projects and project deliverables be made clear in the future in order to avoid any further misunderstanding.

44. While Mr. Chapman initially assured [REDACTED] that the error was his and he had not made clear that a formal project and delivery was required for the Verizon website, soon thereafter [REDACTED] relationship with Mr. Chapman dramatically declined.

D. [REDACTED] is Again Subjected to Harassment and Discrimination based on Her Disability, After Which She Files a Formal Complaint, and is Terminated in a Clear Act of Retaliation

45. Throughout April 2025 and early May 2025, Mr. Chapman began to exclude [REDACTED] from team activities; disparage [REDACTED] work in front of her colleagues, including Mr. Chan; refuse to let [REDACTED] share her work with Verizon leadership; and provide vague and confusing guidance without clear feedback on [REDACTED] work product.

46. Mr. Chapman also reassigned many of [REDACTED] work projects to [REDACTED] without even informing [REDACTED]. [REDACTED] shared her concerns regarding these actions with Insight's Human Resources Representative, Jade Jones, and she began to document her work activities in detail twice a week.

47. [REDACTED] also took initiative by requesting regular meetings with Mr. Chapman about workflow, priority of assignments, and to obtain feedback regarding her assignments.

48. ██████████ made clear her intention to deliver a work product that meets or exceeds expectations.

49. Despite ██████████ efforts, however, Mr. Chapman continued to sideline ██████████ and exclude her from meetings which impeded her ability to productively accomplish her tasks.

50. Throughout this time, ██████████ understood that Mr. Chapman was leading the website restructuring project and that ██████████ would contribute to certain aspects of this project pursuant to Mr. Chapman's direction.

51. However, Mr. Chapman never invited ██████████ to meetings or involved ██████████ in updates.

52. This directly impeded ██████████ ability to effectively perform her job. During the week of May 12, 2025, ██████████ learned from someone outside of her team that a meeting had been scheduled with the research team pertaining to the Verizon website restructuring project.

53. ██████████ asked to be invited to this meeting in order to stay up to date on the project. While ██████████ was eventually invited to this meeting, which she attended, she was not assigned any specific action items.

54. However, following this meeting, Mr. Chan followed up with ██████████ regarding a research brief that pertained to the website's restructure.

55. This brief had not previously been assigned to ██████████ by Mr. Chapman, the project's owner, and therefore she was unaware that any aspect of it was her responsibility.

56. However, ██████████ provided Mr. Chan the most recent version of the brief which she had contributed to and Mr. Chan then chastised ██████████, telling her that he was "concerned" that she sent him an older version of the brief that "wasn't ready for review."

57. [REDACTED] thus informed Mr. Chan that Mr. Chapman did not assign the research brief to [REDACTED], that she was not aware of the required deliverable on her part, and there had been no communication that she produce any deliverables following the research meeting she attended.

58. Mr. Chan acknowledged that it seemed to be a problem of miscommunication and assured [REDACTED] that he would make sure assignments were clear moving forward.

59. On May 15, 2025, [REDACTED] and Mr. Chapman were both working remotely until approximately 8:00 pm on a project to be submitted to Mr. Chan.

60. While they were working, [REDACTED] attempted to discuss with Mr. Chapman the research brief issue as well as [REDACTED] exclusion from meetings, which was impeding her ability to do her job.

61. In response, Mr. Chapman refused to provide a clear answer as to why issues kept arising regarding project ownership and deliverables.

62. Mr. Chapman told [REDACTED] that the Verizon culture was to just “take initiative” and “step up” and act like you own everything regardless of team roles and assignments.

63. To [REDACTED], this felt unproductive and likely to damage team dynamics; however, Mr. Chapman insisted this was the only way to be successful at Verizon.

64. [REDACTED] then tried to share with Mr. Chapman that because of the stress of the project they were currently working on, and the diminished work culture [REDACTED] was enduring, she was experiencing extreme stress and anxiety that caused her to be unable to sleep or eat.

65. [REDACTED] also shared her plans to try to decompress once they finished the assignment. Specifically, [REDACTED] stated that once they finished, she intended to take her anti-anxiety medication, have a glass of wine, and try to relax and fall asleep.

66. Mr. Chapman shockingly replied, “*I suggest you do both of those things while standing on your roof.*” [REDACTED] was horrified by this comment as she perceived it as Mr. Chapman suggesting she commit suicide due to her stress and anxiety.

67. Mr. Chapman laughed at his comment, but [REDACTED] just waited for him to stop before bringing the conversation back to the project at hand.

68. As a result, on or about May 16, 2025, [REDACTED] lodged a formal complaint with Ms. Jones, and informed Ms. Jones about Mr. Chapman’s discriminatory comments about her anxiety as well as Mr. Chapman’s treatment of her since she shared her diagnosis.

69. [REDACTED] also expressly requested that her complaint be escalated to Verizon.

70. In response, Ms. Jones assured [REDACTED] that she would address [REDACTED] concerns and she would put her in contact with Verizon’s Human Resources Department.

71. However, Insight never followed up with [REDACTED] about a Human Resources Representative to contact at Verizon and Verizon never contacted [REDACTED] regarding her complaints.

72. On or about May 19, 2025, [REDACTED] met with Ms. Jones and Insight’s Lead Recruiter, Amanda Caruso, to discuss her complaint.

73. While Ms. Jones and Ms. Caruso admitted that Mr. Chapman’s comments were “bizarre” and inappropriate, they minimized the discriminatory nature of his remarks and assured [REDACTED] that, according to Verizon’s leadership, “everything was fine.”

74. When she still had not heard from anyone at Verizon regarding her complaint, on May 20, 2025, [REDACTED] also submitted a formal complaint via the EthicsPoint platform detailing the mistreatment she had endured along with the discriminatory comments which were directed toward her by Mr. Chapman.

75. However, instead of addressing the multiple protected complaints of harassment and discrimination filed by [REDACTED], Defendants terminated her employment.

76. On or about May 22, 2025, *only two days after her most recent protected complaint*, Verizon disabled [REDACTED] login credentials and cut off her access to all of the Company's systems.

77. Later that same day, [REDACTED] received a phone call from a female Insight employee (first and last name currently unknown), who informed her that Verizon had decided to terminate her employment, effective immediately.

78. When [REDACTED] attempted to contact Insight for further information regarding her termination, her communications were entirely ignored.

79. The employee [REDACTED] spoke to cited job performance as the reason for [REDACTED] termination.

80. However, this was clearly pretextual, especially given the temporal proximity of [REDACTED] protected complaint to her termination, along with the fact that prior to her formal complaint to Defendants, [REDACTED] had not received any negative feedback or discipline regarding her performance. In fact, Ms. Jones held two performance reviews with [REDACTED] during her employment, the second review occurred only one week before the May 15, 2025 incident with Mr. Chapman, during which [REDACTED] was informed that her performance was meeting or exceeding expectations.

81. In reality, Defendants terminated [REDACTED] after they learned about her disability and in retaliation for her multiple complaints of harassment and discrimination against Mr. Chapman.

82. Since [REDACTED] unlawful termination from Verizon on May 22, 2025, Insight has not offered or assigned [REDACTED] a new position. This clearly indicates that Insight either condoned and/or participated in [REDACTED] unlawful termination by Verizon.

83. Despite her determination to remain optimistic about, and committed to, her career, the discrimination and retaliation [REDACTED] has endured by Defendants has rendered [REDACTED] distraught and crestfallen.

84. Indeed, [REDACTED] emotional distress is clear and cognizable given the reality that Defendants were allowed to discriminate and retaliate against her without repercussion, while also ignoring their obligations to seriously investigate [REDACTED] complaints.

85. Furthermore, [REDACTED] suffers from anxiety, for which she was already prescribed medication in order to treat.

86. The environment she was forced to endure, the discriminatory comments she faced, and the retaliation she was subjected to in the face of her complaints has only further exacerbated her disability and has required ongoing and continued therapy and medication.

87. The systematic harassment based on Charging Party's disability, combined with the pattern of unfair blame attribution, differential treatment and the ultimate pretextual termination, creates a clear picture of disability discrimination in violation of the law.

88. Based on the foregoing recitation of facts, it is clear that the Respondents have engaged in a pattern and practice of discrimination and retaliation against Charging Party by treating her adversely on the basis of her disability, in continuing violation of the Americans with

Disabilities Act of 1990 (“ADA”), 42 U.A.C. §§ 12101, *et seq.*, as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 (“ADAA”); and the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-60, *et seq.*

89. As a result of the foregoing, the Charging Party has been unlawfully discriminated and retaliated against, humiliated, and degraded, and thus has suffered loss of rights, emotional distress, as well as loss of income and earnings.

90. As a result of the Respondents’ actions, the Charging Party feels extremely degraded, victimized, embarrassed, and emotionally distressed.

91. Specifically, as a result of the acts and conduct complained of herein, Charging Party has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other non-pecuniary losses. [REDACTED] has further experienced severe emotional and physical distress.

92. Because their conduct has been malicious, willful, outrageous, and done with full knowledge of the legion of law to the contrary, the Charging Party demands punitive damages as against the Respondents.

93. The Respondent’s discriminatory and retaliatory conduct is flagrant, pervasive, and constitutes a systemic pattern and practice of lawlessness worthy of adjudication by the EEOC in light of that administrative agency’s National and Strategic Enforcement Plans.