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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY LOS ANGELES**

20 BARRY SELNICK,

21 *Plaintiff,*

22 v.

23 NEIMAN MARCUS GROUP, and JULIET  
24 ABSELET, in her individual and  
25 professional capacities,

26 *Defendants.*

) Case No.: **25STCV07722**

) **COMPLAINT**

) **DEMAND FOR JURY TRIAL**

- ) 1. Sex-Based Discrimination, Arising Under FEHA;
- ) 2. Retaliation, Arising Under FEHA;
- ) 3. Failure to Prevent, Arising Under FEHA;
- ) 4. Disability Discrimination Arising Under FEHA;
- ) 5. Failure to Engage in Interactive Process Arising Under FEHA
- ) 6. Harassment Arising Under FEHA

1 Plaintiff Barry Selnick (“**Plaintiff**” or “**Mr. Selnick**”), by and through his attorneys,  
2 FILIPPATOS PLLC, hereby complains of Defendants Neiman Marcus Group (“**Neiman**  
3 **Marcus**”) and Juliet Abselet (“**Ms. Abselet**”) (collectively, “**Defendants**”), upon personal  
4 knowledge, as well as information and belief, by alleging and averring as follows:

5 **NATURE OF ACTION**

6 1. This case involves the unlawful treatment of Plaintiff Barry Selnick, a dedicated  
7 and highly accomplished Jewelry Sales Associate, during his tenure at Neiman Marcus. Despite  
8 consistently delivering exceptional sales results and fostering longstanding client relationships,  
9 Mr. Selnick was subjected to a hostile work environment, harassment, and discrimination based  
10 on his gender, sexual orientation, and disability.

11 2. After returning to the Neiman Marcus Beverly Hills store in 2022, Mr. Selnick  
12 faced unwarranted hostility from a colleague, Ms. Abselet, who sought to undermine his  
13 professional success by claiming exclusive rights to his established clientele and engaging in  
14 discriminatory behavior. Rather than addressing these issues, management forced Mr. Selnick  
15 into a detrimental sales-sharing arrangement and failed to take appropriate action to protect him  
16 from further harassment.

17 3. Adding to this adversity, Defendant disregarded Mr. Selnick’s disability, which  
18 resulted from prior brain surgery, by failing to provide necessary accommodations or support.  
19 When Mr. Selnick reported the ongoing harassment and discrimination, Defendant retaliated  
20 against him, ultimately terminating his employment under unfounded and misleading  
21 allegations.

22 4. Plaintiff brings related claims for sex discrimination and retaliation arising under  
23 California law, namely, the Fair Employment and Housing Act, Cal. Gov’t Code § 12940 *et seq.*  
24

1 (“FEHA”), specifically including § 12940(a) (proscribing discrimination), § 12940(k) (failure to  
2 prevent), and § 12940(h) (proscribing retaliation), (ii) §12940(m) (proscribing disability  
3 discrimination), § 12940n) (failure to engage in the interactive process), and §12940(j)  
4 (proscribing harassment).

## 5 **INTRODUCTION**

6 5. For over a decade, Mr. Selnick dedicated his career to Neiman Marcus, earning a  
7 reputation as a top-performing Jewelry Sales Associate with multi-million-dollar sales, an  
8 expansive client network, and a steadfast commitment to excellence. Rather than valuing his  
9 contributions, Neiman Marcus subjected him to unlawful discrimination, harassment, and  
10 retaliation—ultimately destroying his career.  
11

12 6. Upon returning to the Beverly Hills store in 2022, Mr. Selnick was met with  
13 hostility from a colleague who sought to claim exclusive control over the clients he had  
14 cultivated for years.  
15

16 7. Instead of protecting his rights, Neiman Marcus forced him into an unfair sales-  
17 sharing arrangement that diminished his earnings and professional standing. Worse, Neiman  
18 Marcus allowed and enabled a toxic workplace culture to which Mr. Selnick—the only gay man  
19 on the sales team—was subjected to inappropriate physical contact and degrading treatment  
20 from his colleague Ms. Abselet.  
21

22 8. Compounding this mistreatment, Neiman Marcus ignored Mr. Selnick’s well-  
23 documented disability. Despite being aware of his medical condition, Neiman Marcus failed to  
24 provide reasonable accommodation and instead exacerbated his distress.

25 9. When Mr. Selnick stood up from himself and reported the discrimination and  
26 harassment, Neiman Marcus responded with swift and calculated retaliation. Mr. Selnick’s  
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1 concerns were brushed aside, his reputation was undermined, and within days, Neiman Marcus  
2 suspended and ultimately terminated Mr. Selnick.

3 10. Mr. Selnick is pursuing justice in this action against Neiman Marcus, seeking  
4 relief under laws protecting victims of discrimination, harassment, and retaliation.  
5

6 **DEFENDANTS**

7 **NEIMAN MARCUS MEDIA**

8 11. Defendant Neiman Marcus Group (“NMG”) is a private company incorporated in  
9 Dallas, Texas. Originally established in 1907, NMG has become a leader in luxury retail stores  
10 operating 38 stores that generate an annual revenue of approximately \$4.9 billion.  
11

12 12. Defendant has 36 stores throughout the United States.

13 13. One of Defendant’s stores is located at 9700 Wilshire Blvd., Beverly Hills,  
14 California. This store is where the unlawful employment practices were committed.

15 14. Defendant Juliet Abselet was Mr. Selnick’s colleague. At all relevant times,  
16 Defendant Abselet was an employee of NMG at 9700 Wilshire Blvd., Beverly Hills, California.  
17

18 15. During the relevant time periods relevant to this action, Defendant Abselet was  
19 an individual residing in the County of Los Angeles, State of California. Upon information and  
20 belief, Defendant Abselet currently resides in Los Angeles, California.

21 **JURISDICTION**

22 16. This Court has personal jurisdiction over the Defendants pursuant to California  
23 Code of Civil Procedure § 410.10, as Defendants maintain significant contacts with the State of  
24 California.  
25

26 17. Defendant Neiman Marcus is headquartered at 1618 Main Street, Dallas, Texas  
27 75201.  
28



1 the alternative, venue lies in this judicial district because each Defendant is subject to this  
2 Court's personal jurisdiction with respect to this action as Defendant NMG carries out business  
3 in the County of Los Angeles and Defendant Abselet lives and works in this jurisdiction.  
4

### 5 **FACTUAL BACKGROUND**

#### 6 **A. Mr. Selnick Establishes a Successful Career In Luxury Jewelry. Sales,** 7 **Marked by Consistent Top Performance**

8 28. Prior to joining Neiman Marcus, Plaintiff had already established a successful  
9 career in luxury retail sales, particularly within the high-end jewelry sector. In 1996, Plaintiff  
10 began his professional journey at Saks Fifth Avenue in Beverly Hills, California, where he  
11 worked as a Sales Consultant until 2010. During his tenure at Saks Fifth Avenue, Plaintiff  
12 served as an Ambassador for Cartier, one of the world's most prestigious jewelry brands.  
13 Plaintiff consistently generated sales exceeding \$1.5 million, garnering him the ranking of top  
14 salesperson for several years.  
15

16 29. Plaintiff's outstanding performance was particularly evident during exclusive  
17 Cartier Trunk shows, where he personally sold over \$250,000 in watch sales. Recognizing his  
18 expertise and dedication, Plaintiff was invited to the Cartier Maison in New York for  
19 Ambassador-level training, a testament to his proficiency and reputation in the jewelry industry.  
20 Plaintiff was also invited to the prestigious Saks Fifth Avenue Presidents Dinner and Reception  
21 in New York, further highlighting his status as a leading figure in luxury retail sales.  
22

23 30. Thus, when he joined Defendant as a Jewelry Sales Associate in 2010, Plaintiff  
24 was well poised to continue his successful career through hard work, outstanding customer  
25 service and deep expertise in fine jewelry. Specifically, Plaintiff was hired by Marc Moss,  
26 Manager, to work in the Beverly Hills location. Given Plaintiff's demonstrated ability to  
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1 cultivate lasting relationships with clients and his meticulous attention to and knowledge of fine  
2 jewelry, Plaintiff achieved early success at Neiman Marcus.

3 31. Plaintiff was thrilled to have reached what he thought was the pinnacle of his  
4 career in luxury sales by landing a position at such a venerable institution. Plaintiff was hired at  
5 rate of \$30/hour plus commission; when he was unlawfully terminated in February 2024, he was  
6 earning approximately \$250,000 annually.

7 32. Within Plaintiff's first week at the Defendant's Beverly Hills store, he  
8 unfortunately experienced a terrifying seizure while working on the sales floor, causing him to  
9 fall and split his chin open. Indeed, seizures like this were an unfortunate side effect of a brain  
10 tumor that Plaintiff had brain surgery to remove in 2001. Over the course of his tenure, Plaintiff  
11 had at least four more frightening seizures in the workplace, the worst of which was in 2014,  
12 when it resulted in a car accident that sent him to the hospital in an ambulance.

13 33. After this incident, Defendant required Plaintiff to provide medical  
14 documentation clearing him to return to work. Despite being put on notice of Plaintiff's  
15 disability, Defendant did not offer him any accommodations. Plaintiff was ultimately able to  
16 limit the frequency of his seizures with medications, however this caused serious side effects  
17 like increased anxiety.  
18

19 34. Plaintiff's role extended beyond mere sales; he was a cornerstone of the jewelry  
20 department, and his efforts directly contributed to the luxury experience Neiman Marcus  
21 promises its clientele.  
22

23 35. In particular, Plaintiff consistently achieved high sales figures, evidenced by his  
24 annual sales records.  
25

1           36. For instance, Plaintiff was congratulated for achieving sales of \$2.3 million in  
2 fiscal year 2016 and \$1.9 million in fiscal year 2018.

3           37. These figures not only demonstrate Plaintiff's ability to drive sales but also his  
4 skill in maintaining and growing customer relationships.

5           38. Indeed, Plaintiff received direct commendations from senior leadership for his  
6 sales achievements and his role in enhancing customer service.

7           39. Letters from Neiman Marcus executives, including the President of Neiman  
8 Marcus Stores and the Executive Vice President, praise his dedication, hard work, and the  
9 entrepreneurial spirit he brought to his role.  
10

11           40. More specifically, despite Defendant's policy of not providing raises, Plaintiff's  
12 exceptional performance and dedication were acknowledged through a significant \$10,000  
13 retention bonus in June 2023.

14           41. This bonus, a rarity within Defendant's compensation structure, underscores  
15 Plaintiff's importance to the team and Defendant's overall success.  
16

17           42. In or around March 2020, the Beverly Hills store temporary closed for three  
18 months due to the COVID-19 pandemic.

19           43. Top producers, including Plaintiff, were still paid an hourly rate plus what they  
20 would have been making in commissions so that they would not take jobs elsewhere. As a  
21 result, Plaintiff moved to Miami and began working for Neiman's store in Coral Gables, Florida  
22 where he also excelled.  
23

24           44. After approximately two years, in December 2022, Plaintiff returned to  
25 California and resumed working at the Beverly Hills store.  
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1           45.     Upon his return, Plaintiff was unexpectedly met with overt hostility from Ms.  
2 Abselet.

3           46.     Ms. Abselet, who had been managing client relationships in Plaintiff's absence,  
4 informed him that the clientele he had spent over a decade cultivating was now exclusively hers,  
5 and that he was forbidden from interacting or conducting sales with them.

6           47.     This unilateral declaration by Ms. Abselet not only undermined Plaintiff's  
7 professional relationships but also his potential earnings and standing within Neiman Marcus.

8           48.     Even worse, Ms. Abselet frequently targeted Plaintiff, the only male on the Sales  
9 team, by subjecting him to uncomfortable comments, inappropriate nicknames like  
10 "Barrylicious" and unwelcome touching in the form of hugs and kisses.

11           49.     This harassment from Ms. Abselet would occur each time Mr. Selnick was set to  
12 work with her, which was approximately three to four times a week.

13           50.     In addition to the inappropriate nicknames, Ms. Abselet would tell Mr. Selnick  
14 that he "didn't look as gay as the gays in West Hollywood."

15           51.     Mr. Selnick would find himself having to explain his sexuality to Ms. Abselet, in  
16 order for her to leave him alone.

17           52.     Further, Ms. Abselet would reprimand Mr. Selnick if he did not tell her that she  
18 "looked nice" or if he did not notice if she was wearing something new.

19           53.     Mr. Selnick would push back on Ms. Abselet when this would occur, but this  
20 would result in more inappropriate hugging and touching from Ms. Abselet.

21           54.     Ms. Abelet never acted this way with her female counterparts but was  
22 emboldened to subject Plaintiff, a gay man, to such harassment.  
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1           55.     As a result of this hostile work environment, approximately three to six  
2 discussions were held behind closed doors with the department manager, Phil Hartwyk.

3           56.     During these meetings, Plaintiff was unfairly compelled to agree to split all  
4 future sales with Ms. Abselet.

5           57.     Plaintiff reluctantly consented to this arrangement, prioritizing workplace peace  
6 over his rightful claims, demonstrating his commitment to maintaining a harmonious work  
7 environment despite the personal and professional costs.

8           58.     This imposed arrangement not only placed Plaintiff at a significant disadvantage  
9 but also set a precedent that his rights and contributions could be overlooked by Defendant's  
10 management.

11           59.     Furthermore, the resolution brokered by the department manager, Mr. Hartwyk,  
12 did little to alleviate the tension, as it implicitly endorsed Ms. Abselet's claims over Plaintiff's  
13 established client relationships.

14           60.     This decision by management effectively disregarded the years of rapport and  
15 trust Plaintiff had built with his clients, which is crucial in the luxury retail sector.

16           61.     In the months following the enforced sales split agreement, the work  
17 environment for Plaintiff became increasingly strained and uncomfortable.

18           62.     Despite Plaintiff's efforts to maintain professionalism and peace within the  
19 workplace, the dynamics between him and Ms. Abselet grew progressively more contentious.

20           63.     Ms. Abselet would consistently confront Mr. Selnick about every client he  
21 worked with, often in front of the clients.

22           64.     This became a common practice and would occur every time Mr. Selnick and  
23 Ms. Abselet worked together.  
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1           65.     Unfortunately, even when Mr. Selnick reported his concerns about Ms. Abselet  
2 to Ms. Pace, Ms. Pace would tell Mr. Selnick and Ms. Abselet that they were “adults” and could  
3 work it out on their own.

4           66.     Ms. Pace’s disregard for Mr. Selnick’s concerns left him feeling hopeless and  
5 targeted.

6           67.     After Mr. Selnick would complain, Ms. Abselet’s harassment would only get  
7 worse.  
8

9           68.     As the situation evolved, it became evident that several clients, who had  
10 longstanding relationships with Plaintiff, were uncomfortable with the new arrangement.

11          69.     These clients explicitly expressed their preference to continue their patronage  
12 under Plaintiff’s exclusive guidance, rejecting Ms. Abselet’s involvement.

13          70.     This preference by clients heightened the already palpable tension in the work  
14 environment.  
15

16          71.     During discussions with Mr. Hartwyk, the clients articulated their choice to work  
17 solely with Plaintiff, citing his exceptional service and expertise.

18          72.     This development should have reinforced Plaintiff’s position and demonstrated  
19 his value to Neiman Marcus.

20          73.     However, instead of rectifying the situation in favor of Plaintiff, management's  
21 response did little to alleviate the tension or formally recognize the clients’ preferences, thereby  
22 perpetuating an awkward and divisive atmosphere.  
23

24          74.     Approximately six months after Plaintiff’s return, during the Jewish holidays,  
25 Ms. Abselet approached Plaintiff on the sales floor, suggesting that they should mend their  
26 relationship and work together amicably.  
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1           75.     She extended a gesture of friendship by hugging Plaintiff.

2           76.     Despite his reservations, Plaintiff agreed to this overture in good faith, hoping it  
3 would lead to a more collaborative and less hostile work environment.

4           77.     However, this hope was short-lived.

5           78.     Regrettably, Ms. Abselet’s behavior did not change following this reconciliation  
6 attempt.

7           79.     Instead, it marked the beginning of a renewed phase of severe and pervasive  
8 bullying and harassment.

9           80.     On or about Friday, February 16, 2024, a seemingly routine task at Neiman  
10 Marcus escalated into a significant and distressing incident for Plaintiff, when he was verbally  
11 harassed by Ms. Abselet on the sales floor.

12           81.     The day began with the standard procedure of reconciling the jewelry  
13 inventory— a critical task in the luxury retail environment to ensure all items were accounted  
14 for and properly documented.

15           82.     This process, while meticulous, was typically straightforward. However, on this  
16 particular day, discrepancies arose that could not immediately be resolved.

17           83.     Plaintiff, demonstrating his usual diligence and commitment to accuracy, was  
18 trying to reconcile the jewelry on the floor with the pieces in the safe, in other words, balance  
19 the holds.

20           84.     Despite multiple attempts, he found that the numbers did not align, indicating a  
21 discrepancy of three pieces according to the inventory scanner.

22           85.     To assist in resolving this issue, another associate, Sara Nabie, joined Plaintiff to  
23 help re-scan the hold box, which contained about 65 pieces.  
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1           86.     This collaborative effort was a routine part of their problem-solving process in  
2 the department.

3           87.     As they were addressing this issue, Ms. Abselet, who had previously been  
4 involved in contentious interactions with Plaintiff, identified one of the missing pieces.

5           88.     She indicated she would look into it, and Plaintiff, focusing on customer service  
6 and resolving the inventory issue, expressed his appreciation and continued with his duties.

7           89.     However, the situation took a turn for the worse when Ms. Abselet, from across  
8 the floor, began screaming at Plaintiff, who was attending to a client on the opposite side of the  
9 department.  
10

11          90.     Unable to hear her clearly and engaged with a client, Plaintiff politely indicated  
12 that he was occupied.

13          91.     Once he was free, he approached another colleague, Sarah Nahbie, to inquire  
14 about the status of the inventory issue, maintaining his professional demeanor despite the earlier  
15 interruption.  
16

17          92.     Unexpectedly, Ms. Abselet aggressively confronted Mr. Selnick, accusing him of  
18 avoiding direct communications with her and chastising him in a manner that was both  
19 inappropriate and demeaning, as if he were a child.

20          93.     This confrontation occurred in full view of other staff and customers, causing  
21 Plaintiff significant embarrassment and stress.

22          94.     The altercation quickly escalated, with Ms. Abselet pointing her fingers in  
23 Plaintiff's face, further adding to his humiliation.  
24

25          95.     The dispute was then taken to the back office, where Ms. Abselet continued to  
26 berate Plaintiff in front of office managers Lavonda Wattenberger and Georgia Frost.  
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1           96.     Despite attempts by Georgia to de-escalate the situation by suggesting they take  
2 the argument outside the office, Ms. Abselet persisted.

3           97.     Ms. Abselet's aggressive demeanor and the intense stress of the confrontation  
4 severely impacted Mr. Selnick, who has a medical condition that could be exacerbated by such  
5 stress, potentially leading to seizures.

6           98.     Visibly distressed and shaken from Ms. Abselet's harassment, Plaintiff, left for  
7 his usual lunch break around 11:30 AM.

8           99.     Understanding the gravity of the situation and its impact on his well-being,  
9 Plaintiff promptly called his partner to recount the incident, ensuring he had a clear recollection  
10 of the events.

11           100.    His partner advised him to immediately report the matter to Human Resources  
12 (HR).

13           101.    However, upon Plaintiff's attempt to do so, he found the HR office unattended,  
14 leaving him with no immediate avenue to voice his concerns.

15           102.    Still under considerable distress and fearing the onset of a seizure due to the  
16 extreme stress — a known trigger for his medical condition — Plaintiff proceeded to his car in  
17 the parking garage.

18           103.    It was there that Plaintiff encountered Ms. Abselet once again, this time as she  
19 was entering an elevator.

20           104.    Despite Plaintiff's efforts to calmly communicate, as the elevator door started to  
21 close on his foot, the conversation devolved back to the original argument.

22           105.    Overwhelmed and concerned for his health, Mr. Selnick proceeded to his car and  
23 contacted his manager, Mr. Hartwyk, who was unfortunately out of the office.  
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1           106. Plaintiff left a voicemail explaining the situation with Ms. Abselet and expressed  
2 his intent not to abandon his job despite his inability to resolve the issue through HR at that  
3 moment.

4           107. On February 19, 2024, after enduring continued tension on the sales floor and  
5 receiving no substantial support or intervention from Mr. Hartwyk, Plaintiff filed a formal  
6 complaint with Human Resources.

7           108. This complaint detailed not only the specific harassment Plaintiff endured on  
8 February 16, but also the broader pattern of hostile behavior and gender/disability harassment  
9 and discrimination exhibited by Ms. Abselet.

10           109. Regrettably, Neiman Marcus's HR department's actions—or lack thereof—  
11 following the complaint did little to address the core issues.

12           110. Plaintiff's grievances were not met with the thorough investigation they  
13 warranted, but rather, no significant measures were taken to address or rectify the hostile  
14 environment.  
15

16           111. On Thursday, February 22, Plaintiff was summoned to the HR office for a  
17 discussion with David Smith, People Services Lead, and Lisa (last name unknown).  
18

19           112. During this meeting, Defendant's representatives primarily interrogated Plaintiff  
20 about the elevator incident between him and Ms. Abselet.

21           113. Plaintiff explained that his medical condition could cause involuntary limb  
22 movements when under stress, which likely occurred during this incident.  
23

24           114. Plaintiff emphasized that any perceived aggressive behavior on his part was a  
25 direct response to Ms. Abselet's provocation.  
26

1           115. Lisa acknowledged the inappropriateness of Ms. Abselet's actions, labeling it as  
2 bullying and seemingly understanding the context of Plaintiff's reactions.

3           116. However, disappointingly, Plaintiff's formally submitted letter detailing his  
4 complaints was not addressed during this meeting.

5           117. Throughout the ensuing week, Plaintiff continued to perform his duties, even  
6 participating in a special event alongside Ms. Abselet, which was also attended by Gretchen  
7 Pace, General Manager.  
8

9           118. During this event, Plaintiff observed a noticeable disparity in treatment when Ms.  
10 Pace overtly ignored him while openly displaying affection towards Ms. Abselet through  
11 repeated hugs and kisses.

12           119. Then on February 26, Plaintiff met over the phone with Mr. Smith and Valerie  
13 Garza, Human Resources Director.

14           120. Ms. Garza informed Plaintiff that the previous HR representative, Lisa, was no  
15 longer employed at Neiman Marcus, and distressingly, that all discussions and assurances from  
16 the last meeting were purportedly lost.  
17

18           121. Ms. Garza then shockingly informed Plaintiff that he was being suspended, based  
19 on allegations stemming from a voiceless video of his exchange with Ms. Abselet in the  
20 elevator.

21           122. To make matters worse, Plaintiff was never even permitted to see this video.

22           123. Instead, this video, lacking any auditory context, has been misinterpreted leading  
23 to accusations that Plaintiff "harassed" Mrs. Abselet and impeded her ability to leave an  
24 elevator—accusations that are categorically false and misleading.  
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1           124. When Plaintiff inquired about the status of his formal complaint and the issues  
2 raised therein, he was dismissively told that these would be addressed “at a later time.”

3           125. On the same day, February 26, feeling like his side of the story was blatantly  
4 disregarded by Neiman Marcus’s HR, Mr. Plaintiff sent an email in which he denied engaging  
5 in any harassing behavior, and once again requested an investigation into his complaints about  
6 Ms. Abselet, including the allegations of sexual harassment.

7           126. Specifically, Plaintiff first provided context of the purported incident, indicating  
8 that he did not follow Mrs. Abselet into the elevator, nor did he attempt to physically restrain  
9 her from leaving.  
10

11           127. The video clearly showed Plaintiff standing outside the elevator, holding the door  
12 with his foot to facilitate their conversation—a gesture misconstrued due to the absence of  
13 sound in the footage.

14           128. Indeed, when Mrs. Abselet expressed her desire to end the conversation, Plaintiff  
15 immediately “let the door close and left. [He] never stopped her from leaving.”  
16

17           129. Moreover, Plaintiff wrote that it was imperative for HR to note that Ms. Abselet  
18 has been aware of Plaintiff’s disability, which affects his motor skills and social interactions,  
19 particularly while under distress.

20           130. Plaintiff’s condition, a result of a previous brain surgery, sometimes precluded  
21 him from understanding social cues and caused exaggerated bodily movements.  
22

23           131. Plaintiff then highlighted the selective enforcement of the Defendant’s discipline  
24 policy, particularly the fact that several other female employees, who had been proven to have  
25 committed actual infractions, faced no suspension, suggesting a discriminatory bias against  
26 Plaintiff due to his sexual orientation and gender.  
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1           132. In our department at Neiman Beverly Hills, two women committed infractions  
2 that were factually proved, without doubt, and none of them have been suspended or lost their  
3 jobs. Still, Neiman's treated my alleged infraction differently and shamed me as if I was some  
4 aggressive harasser. I feel I am being discriminated against by Neiman Marcus and treated  
5 differently than a female employee because I am a gay man. I am committed to clearing my  
6 name and restoring my reputation, and I am prepared to cooperate fully with a REAL  
7 investigation to demonstrate my innocence in this matter. I trust the company will uphold its  
8 commitment to fairness and integrity and take the necessary steps to rectify this suspension.  
9

10           133. Tragically, instead of addressing these serious concerns, Neiman Marcus chose  
11 to terminate Plaintiff's employment the very next day, Friday February 27, for purported  
12 "inappropriate behavior/insubordination."

13           134. Notably, upon information and belief, Ms. Abselet was not subject to any  
14 discipline for her role in harassing Plaintiff.  
15

16           135. It is clear, therefore, that the HR department's inadequate response and the  
17 subsequent continuation of a hostile work environment ultimately led to further discriminatory  
18 practices and the wrongful termination of Plaintiff's employment.

19           136. Plaintiff has exhausted her administrative remedies and obtained a right to sue  
20 letter.  
21

22                                   **FIRST CAUSE OF ACTION**  
23                                   **SEX-BASED DISCRIMINATION IN VIOLATION OF FEHA**  
24                                   **(Against Neiman Marcus Group)**

25           137. Plaintiff hereby restates and re-alleges the allegations set forth in the paragraphs  
26 above as if fully set forth herein.  
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1 Plaintiff was subject to additional discrimination, retaliation, and additional sex-based  
2 harassment. Defendant NMG's violations of the FEHA caused Plaintiff to suffer harm as set  
3 forth above.

4 143. Defendant NMG engaged in the acts alleged herein intentionally, willfully,  
5 maliciously, fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff;  
6 with conscious disregard of, and with reckless indifference to, the protected rights and safety of  
7 Plaintiff; and with an improper and evil motive amounting to malice. Plaintiff is thus entitled to  
8 recover punitive damages, in an amount according to proof. Defendant NMG authorized or  
9 ratified the acts alleged herein. Cal. Civ. Code § 3294. Plaintiff is thus entitled to recover  
10 punitive damages, in an amount according to proof.  
11

12 144. By reason of the conduct of Defendant NMG as alleged herein, Plaintiff has  
13 retained attorneys to litigate the action. Plaintiff therefore will be entitled to reasonable  
14 attorneys' fees and litigation expenses, including expert-witness fees and costs, incurred in  
15 vindicating his rights by bringing an action.  
16

17 **THIRD CAUSE OF ACTION**  
18 **FAILURE TO PREVENT UNDER FEHA**  
19 **(Against Neiman Marcus Group)**

20 145. Plaintiff hereby repeats, reiterates, and re-alleges each and every previous  
21 allegation as if fully set forth herein.

22 146. Plaintiff complained of harassment and discrimination that violated FEHA,  
23 nevertheless, Defendant NMG took no action to prevent Plaintiff from enduring harassment or  
24 discrimination. Cal. Gov't Code § 12940(i). As a result of Defendant NMG action or inaction,  
25 Plaintiff was subject to additional discrimination, retaliation, and additional sex-based  
26  
27  
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1 harassment. Defendant NMG violations of the FEHA caused Plaintiff to suffer harm as set forth  
2 above.

3 147. Defendant NMG engaged in the acts alleged herein intentionally, willfully,  
4 maliciously, fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff;  
5 with conscious disregard of, and with reckless indifference to, the protected rights and safety of  
6 Plaintiff; and with an improper and evil motive amounting to malice. Plaintiff is thus entitled to  
7 recover punitive damages, in an amount according to proof. Defendant NMG authorized or  
8 ratified the acts alleged herein. Cal. Civ. Code § 3294. Plaintiff is thus entitled to recover  
9 punitive damages, in an amount according to proof.  
10

11 148. By reason of the conduct of Defendant NMG as alleged herein, Plaintiff  
12 necessarily will retain attorneys to litigate the action. Plaintiff therefore will be entitled to  
13 reasonable attorneys' fees and litigation expenses, including expert-witness fees and costs,  
14 incurred in vindicating his rights by bringing an action.  
15

16 **FOURTH CAUSE OF ACTION**  
17 **DISABILITY DISCRIMINATION IN VIOLATION OF FEHA**  
18 **(Against Neiman Marcus Group)**

19 149. Plaintiff hereby restates and re-alleges the allegations set forth in the paragraphs  
20 above as if fully set forth herein.

21 150. Defendant NMG engaged in unlawful employment practices prohibited by  
22 FEHA. Cal. Gov't Code § 12940(m) by discriminating against Plaintiff because of his physical  
23 disability. Defendant NMG had knowledge that Plaintiff's condition affected his motor skills  
24 and ability to understand social cues. However, Defendant NMG used Plaintiff's disability as  
25 wrongful pretext for his suspension, claiming that Plaintiff physically restrained and harassed  
26 Ms. Abselet in an elevator.  
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1           163. Defendant Abselet subjected Plaintiff to repeated unwelcome, harassment,  
2 including inappropriate and sexualized comments, such as calling him “Barrylicious,” and  
3 physical contact, such as forced hugs and kisses. Unlike her female colleagues, Plaintiff was  
4 singled out and harassed by Defendant Abselet because he is a gay man. Defendant Abselet’s  
5 conduct was both severe and pervasive such that a reasonable individual in Plaintiff’s position  
6 would have found the workplace to have been hostile on account of their gender identity and/or  
7 sexual orientation.  
8

9           164. Under Cal. Gov’t Code § 12490(j)(3), Defendant Abselet is liable as an  
10 “employee” of NMG.

11           165. Despite Plaintiff’s complaints to management, NMG failed to take corrective  
12 action, emboldening Defendant Abselet to continue her harassment.

13           166. As a direct and proximate result of Defendant Abselet’s actions, Plaintiff has  
14 suffered severe emotional distress, mental anguish, and reputational harm. Defendant Abselet  
15 engaged in the acts alleged herein willfully, maliciously, and with conscious disregard for  
16 Plaintiff’s rights. Plaintiff is entitled to general and special damages as a result.  
17

18           167. By reason of the conduct of Defendant Abselet as alleged herein, Plaintiff has  
19 retained attorneys to litigate the action. Plaintiff therefore will be entitled to reasonable  
20 attorneys’ fees and litigation expenses, including expert-witness fees and costs, incurred in  
21 vindicating his rights by bringing an action.  
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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests this Court:

- i. For a money judgment representing compensatory damages including consequential damages, lost wages, earnings, and all other sums of money, together with interest on these amounts, according to proof;
- ii. For a money judgment for mental pain and anguish and severe emotional distress, according to proof;
- iii. For punitive and exemplary damages according to proof;
- iv. For attorneys' fees and costs;
- v. For prejudgment and post-judgment interest; and
- vi. For such other and further relief as the Court may deem just and proper.

By: /s/ /Sam Brown

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**DEMAND FOR JURY TRIAL**

Plaintiff respectfully requests a trial by jury of any and all issues on which a trial by jury is available under applicable law. Respectfully submitted this 18th day of March 2025.

By: /s/ /Sam Brown  
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