

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

ZURI WASHINGTON,

Plaintiff,

– against –

NETWORKS PRESENTATIONS, LLC, 1776
TOURING LLC, NATIONAL ARTISTS
MANAGEMENT COMPANY, INC. d/b/a NAMCO,
and GENTRY & ASSOCIATES, INC.,

Defendants.

Case No. 7:24-cv-299(ALC)

**SECOND AMENDED
COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff Zuri Washington, by her attorneys, Filippatos PLLC, hereby brings claims alleging racial discrimination and unlawful retaliation in her workplace in violation of Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“Section 1981”), Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.* (“Title VII”), the New York State Human Rights Law, N.Y. Exec. Law § 296, *et seq.* (the “NYSHRL”), and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 *et seq.* (the “NYCHRL”), against Defendants NETworks Presentations, LLC (“NETworks”), 1776 Touring LLC (“1776 Touring”), National Artists Management Company, Inc. (“NAMCO”), and Gentry & Associates, Inc. (“Gentry”), by alleging and averring as follows:

NATURE OF ACTION

1. The classic musical *1776* premiered on Broadway in 1969 and tells the story of America’s founding.

2. In 2022, NETworks, one of the nation’s largest producers of touring Broadway shows, and NAMCO, an entertainment production company based in New York City and

established by Barry and Fran Weissler, teamed up to produce an innovative new production of *1776* (the “Show” or “Production”) which exclusively starred multi-racial actors who identify as female, nonbinary, and/or transgender — groups that were historically shut out and never considered during the drafting of the Declaration of Independence — as opposed to a cast of white men.

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

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

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

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

7. As a Black actress who understood the racial politics that all too often seep into the

world of Broadway show production, Ms. Washington held cautious optimism that the producers and production team of this version of *1776* would live up to their word and vigilantly consider the unique interests and preferences actors of color possess that are all too easily and often ignored.

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

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

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

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

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

13. After repeated requests for clarity about her hair plan, the Show's team finally responded to Ms. Washington's concerns at the virtual eleventh hour. In fact, by the time Ms.

Washington was given this information, it was too late for her to make a hair appointment at any nearby salon. She instead had to have her hair braided by a non-professional member of the Show's creative team, which took nearly a full day to complete, and included a regularly scheduled rehearsal, leaving her exhausted.

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

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

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

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

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

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

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

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

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

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

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

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

26. Ms. Washington received back nothing but radio silence from the Show's producers in response to her complaints, and when she raised them once more, they were escalated to the

Show's third-party Human Resources ("HR") agent.

27. A few weeks later, on March 21, 2023, Ms. Washington and a representative from her union finally met with a representative from the HR agency over videoconference. At this meeting, Ms. Washington made clear that she felt targeted by the Show's production team because she was a Black woman and asked for an apology from Ms. McCluskey for trying to dispatch her white male agent to control her while many other cast members had been just as heated as her at the COVID-19 Meeting and were not treated similarly.

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

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

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

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

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

33. There was no question that these statements were said in the context of Ms.

Washington's resolve to escalate her very serious race discrimination complaints and were obviously not directed at any person or group specifically.

34. Nor were her words an expression of any intent to cause physical harm or damage. Simply, there was no legitimate or rational basis or reason to think that Ms. Washington meant anything remotely nefarious or unsafe.

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

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

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

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

JURISDICTION AND VENUE

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

40. The Court has supplemental jurisdiction over the claims Plaintiff has brought under state and city law and any other claim over which this Court may not have direct or original jurisdiction pursuant to 28 U.S.C. § 1367, as these claims are so related to the claims in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution, and (i) these claims do not raise a novel or complex issue of state law; (ii) these claims do not substantially predominate over the claim or claims over which the district court has original jurisdiction; (iii) the district court has not dismissed all claims over which it has original jurisdiction; and (iv) there no other compelling reasons for declining jurisdiction.

41. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) as one or more of the Defendants reside within the Southern District of New York and is subject to the Court's personal jurisdiction with respect to this action and/or a substantial part of the events or omissions giving rise to the claim occurred therein, including, but not limited to, where decisions and/or omissions relating to Plaintiff's hair plan and which form the nucleus of operative facts supporting Plaintiff's discrimination and retaliation claims set forth herein took place.

ADMINISTRATIVE REQUIREMENTS

42. On or about January 17, 2024, Plaintiff filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") against NETworks and 1776 Touring alleging the same violations of her civil rights as alleged herein.

43. On January 25, 2024, the EEOC closed Plaintiff's charge of discrimination supposedly "because [Plaintiff] filed suit in the SDNY on 1/16/24," and issued Plaintiff a Notice of Right to Sue.

44. Plaintiff amended her Complaint in this action to add claims under Title VII for unlawful race discrimination and retaliation within 90 days of her receipt of the EEOC's Notice of Right to Sue.

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

PARTIES

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

47. At all times relevant hereto, NETworks Presentations, LLC is and has been a Texas corporation with its principal place of business in Maryland who has knowingly operated within the State of New York. NETworks is a production company that produces and/or provides services to touring Broadway shows, including the production of *1776* that is the subject of this action.

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

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

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

51. At all times relevant hereto, NAMCO is and was, according to its entity details on the New York Department of State corporation records, listed as a New Jersey corporation with a principal place of business at 165 West 46th Street, Suite 1202, New York, NY 10036.

52. At all times relevant hereto, NAMCO was the producing entity for the Show. NAMCO was the Broadway League Producer for the Show.

53. At all times relevant hereto, Plaintiff was an employee of NAMCO.

54. At all times relevant hereto, Gentry is and was, upon information and belief, a Maryland corporation who has knowingly operated within the State of New York.

55. At all times relevant hereto, Gentry was the general management entity for the Show. NETworks and Gentry are affiliates.

56. At all times relevant hereto, Plaintiff was an employee of Gentry.

57. At all times relevant hereto, the Defendants jointly employed Plaintiff.

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

59. Mr. Wheeler had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decision-making of the same.

60. At all times relevant hereto, Gregory Vander Ploeg was and is currently a Senior Representative of NETworks and/or 1776 Touring for *1776*, employed as a General Manager at Gentry, and was Senior Director, General Management of 1776 Touring, LLC.

61. Mr. Vander Ploeg had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decision-making of the same.

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

63. Ms. McCluskey had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decision-making of the same.

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

65. Ms. Cortez had supervisory authority over Plaintiff at all relevant times hereto, including the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decision-making of the same.

66. Mr. Wheeler, Mr. Vander Ploeg, Ms. McCluskey, and Ms. Cortez are all white/Caucasian.

FACTUAL ALLEGATIONS

I. Plaintiff Successfully Auditions in New York City for the Role of Robert Livingston in *1776*, a Show Subsidized by New York City-Based NAMCO, Which She Anticipates Will be a Breakout Role For Her, and Signs an Employment Contract Governed by New York Law

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

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

69. In November 2022, Plaintiff auditioned in New York City for the role of Robert Livingston on NETworks' and NAMCO's production of *1776*, which was set to tour nationally.

70. The Show was subsidized by New York-based NAMCO and its owner Barry Weissler who is credited as the Show's Executive Producer in Playbills and other promotional materials.

71. Upon information and belief, NAMCO contracted with NETworks to produce the Show. NETworks, in turn, contracted with Gentry to manage the Show's crew and cast. NETworks also established 1776 Touring, LLC as a "pass-through" LLC that entered into employment contracts with cast members and paid wages.

72. Plaintiff underwent three in-person auditions in Manhattan attended by Mr. Wheeler, along with the Show's Music Director and Associate Director.

73. On or about December 3, 2022, NETworks notified Plaintiff through her agent that she was chosen for the role.

74. Defendants engaged a New York City-based casting agency named Stewart/Whitley to solicit or, in the case of Plaintiff, invite nearly every actor on the Show to audition in Manhattan.

75. Defendants regularly engage Stewart/Whitley to conduct auditions for cast members on their shows in New York City.

76. Mr. Wheeler and others from the Show made the decision to cast Plaintiff on the Show in New York City and negotiated her employment agreement with her New York-based agent.

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

78. New York City also served as the "point of origin" for the Show and its cast.

79. Plaintiff's employment agreement, which was countersigned by Defendant Vander Ploeg, was a "rider" to and "made part of," i.e., expressly incorporated, the "Short Engagement Touring Agreement," or SETA, between Plaintiff's union, the Actor's Equity Association, and the Broadway League, the collective bargaining unit representing Broadway show producers including NETworks and NAMCO.

80. The SETA, at ¶ 36, expressly states that "[a]ll contracts of employment shall be subject to, be construed by and all rights of the parties thereto shall be determined by the laws of the State of New York, except as otherwise may be provided." In other words, Plaintiff's employment agreement was governed by New York law.

81. Further, the SETA, at ¶ 4(B)(3), states, in relation to any "dispute ... relating to [its] interpretation or application," that "[i]n the event it is necessary to hold an arbitration outside of New York City, the parties, by mutual agreement, may stipulate in writing to have such arbitration held before the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules." Put differently, New York City is the default situs for the arbitration of any dispute related to the SETA's interpretation or application.

82. Moreover, the SETA at ¶ 61, states, in relation to unemployment insurance, that "in the event the services of the Actor are not subject to the compulsory provisions of an Unemployment Compensation (Insurance) Law of any state, then the Producer hereby agrees that Producer will elect to cover the Actor and pay contributions on the earnings of the Actor under the elective provisions of the Unemployment Insurance Law of the State of New York." What this means is that New York is the default jurisdiction in which unemployment insurance contributions are made and claims are filed in relation to the work performed by an actor subject to the SETA, such as Plaintiff.

83. To that end, Defendants acknowledged that Plaintiff's "Place of Residence" was New York City in her employment contract, as they withheld New York State and City taxes from her pay, and directed her to file an unemployment insurance claim in New York following her termination.

84. The Show's cast had three weeks of rehearsals in Manhattan and subsequently Utica, New York, which was also where the first paid performance took place.

85. These rehearsals taking place in New York City and Utica were attended by Mr. Wheeler, Mr. McCluskey, and Ms. Cortez, as well as the Show's two lead Directors, Associate Director, Associate Hair Designer, Stage Manager, Music Directors, and others associated with the Show.

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

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

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

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

89. The plan for Ms. Washington's hair – including choices around styling, use of a wig, etc. – was solely under the direction of *1776* Touring, as specified in her employment agreement.

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

91. As such, Ms. Washington, while in New York City, directed her agent to reach out to the Show's management on her behalf prior to the start of rehearsals in December 2022 about aligning on her hair plan.

92. During the first few days of in-person rehearsals in Manhattan, New York, sometime around December 5-6, 2022, the Show's production team told Ms. Washington and the rest of the cast that they would be having individual consultations about costumes and hair preferences.

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

94. Ms. Wise worked under noted Broadway hairstylist and wig designer, Mia Neal, a Broadway staple based in New York City, who led the Show's hair and wig design department, and was involved in decisions related to cast members' hair for the Show.

95. Ms. Washington told Ms. Wise at that time (in Manhattan) that she preferred wearing either a wig or a braid installation and was not comfortable with using her natural hair for her performance. Ms. Washington even had a "wig wrap" done (while in Manhattan), which is when plastic is fit-formed to the shape and size of a person's head so that a properly-sized wig can be built or bought.

96. Ms. Washington was clear to Ms. Wise and others involved with creative aspects of the Show while she was in Manhattan/New York City about her concerns related to the hair she would be wearing while performing early in the process so that the relevant conversations could be had, and decisions could be made, well before heading out on the road.

97. However, Ms. Washington did not receive any further information about her hair design one way or the other, for the rest of December 2023.

98. In early-January 2023, during rehearsals taking place in Manhattan attended by the full company and the Company Manager, Ms. Cortez, Ms. Washington asked Stage Manager Geneveive Kersh whether a hair plan had been created for her. Ms. Kersh stated that she was not sure and had not heard anything but that decisions should be forthcoming.

99. Co-Directors of the Show, Diane Paulus and Jeffrey L. Page – who was also the head of Choreography – also attended several of the Manhattan rehearsals.

100. On January 12, 2023, Ms. Washington, while home in New York City/the Bronx, requested an update about her hair plan from Hallie Timmons, the Hair and Wigs Supervisor, after she had not heard back from Ms. Wise.

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

102. After some back and forth, a couple of days later, Ms. Washington, while still in New York City, was told to wear a protective style but still not told whether she would be wearing a wig for the Show. Since she had not been told that she would need to wear her natural hair, and

since she was asked about and clearly expressed her hair preferences during the Manhattan rehearsals, Ms. Washington assumed that the plan was for her to wear a wig, particularly as no one had told her otherwise.

103. However, in the last week of January 2023, while still in New York City, Ms. Washington heard from a fellow Black actor on the Show that that the expectation seemed to be that she would wear her natural hair while performing, which was concerning to Ms. Washington.

104. Also in the last week of January 2023, Ms. Washington, while still in New York City, was told by a Production Stage Manager that the Show's creative team — whose members, or the bulk of whose members, were in New York City at the time, including Ms. Neal, Mr. Page, and Ms. Paulus — had recently met about the cast's hair plans and that more information would be coming within the week, and to reach out if the cast did not hear anything. Therefore, decisions concerning the cast's hair plans – decisions that turned out to be discriminatory – were made in New York City where rehearsals were taking place and where many, if not all, of the decisionmakers were at that time.

105. Ms. Washington grew concerned about the lack of specific information (i.e., what a wig would look like, what style the production team was going for, etc.) but waited another week before reaching back out to the production team about her hair plan.

106. On February 1, 2023, while still in New York City, Ms. Washington again reached out to Ms. Kersh for an update on her hair plan as the company was heading out to Utica, New York in a few days. Ms. Washington was directed to speak to Ms. Wise who told her that her hair should specifically be a two-strand “spring” twist.

107. Yet, it still was not clear if this would be Ms. Washington's look for the Show or if that was how her hair needed to be to fit under a wig as the two-strand “spring” twist was a daily

style that Ms. Washington commonly wore herself. Ms. Washington was also unclear if she was expected to do the style herself now, which would require different preparation.

108. Accordingly, Ms. Washington asked for more clarification the next day, but did not receive a response.

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

110. Moreover, even though the Show's creative team had purportedly made decisions about the cast's hair plans weeks earlier during New York City rehearsals, the Show's producers kept Ms. Washington completely in the dark about what their expectations were of how her hair would be handled during performances. For instance, the producers never made clear whether the Show would be responsible for paying to alter her hair style or whether it was Plaintiff's responsibility, whether Ms. Washington would be responsible for getting her hair cut to match the Show's preferences, or even whether the styling would be done professionally or by someone in-house.

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

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

113. Ms. Muñoz told Ms. Washington that she would reach out for information, but implied that Ms. Washington may need to wear her natural hair for a few days until they could

come up with a concrete plan. At this point, Ms. Washington contacted her agent to confirm that he had in fact reached out to the Show's general management before Manhattan rehearsals began, which he confirmed. He noted, however, that he had not heard back from management.

114. That evening, in what was meant to be a tech rehearsal, Ms. Washington wore a wig cap since a concrete hair plan had not yet been conveyed to her. At the same time, her agent and Ms. McCluskey spoke about a hair plan for Plaintiff.

115. Later that night, Ms. Wise, who had held hair consultations with Ms. Washington and other cast members during rehearsals in Manhattan, emailed Ms. Washington an image for the specific protective hairstyle the production team wanted for Ms. Washington. However, Ms. Washington still was not told whose responsibility it would be to implement (and later maintain) the style.

116. Additionally, Ms. Washington expressed concerns about having to do this hairstyle herself as it involved a complicated process, even potentially requiring that her hair be cut, particularly since there were fewer hair styling resources and salons available in Utica than there had been in New York City.

117. Ms. Muñoz and Co-Director Jeffrey L. Page finally then spoke to Ms. Washington to confirm that the Show would be covering the cost of implementing the hair style and maintaining it throughout the tour, that she would not need to cut her hair, and that the Show would find someone to do the styling professionally and have it maintained over the course of the tour.

118. Ms. Washington was relieved to finally receive this information after so many weeks of constant uncertainty that began during Manhattan rehearsals.

119. The next day, Ms. Wise contacted Ms. Washington to apologize for the confusion and for "dropping the ball," revealing that Ms. Washington's request for a wig had apparently been

already denied some time ago (ostensibly when the production team met weeks earlier to make decisions concerning the cast's hair plans while rehearsals were going on in New York City), yet no one thought to notify Ms. Washington about the decision to deny her a wig until the tour was already on the road.

120. Meanwhile, there were multiple white actors in the Show who were provided with wigs – choices over which the Show had clearly deliberated and approved when they met during Manhattan rehearsals do discuss cast members' hair plans – including one white actor who did not even request one. No Black actor in the Show had a wig, even if they requested one. This blatant disparate treatment caused Plaintiff to feel marginalized and isolated.

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

122. In the meantime, Ms. Washington was asked once again to wear her natural hair during performances, even though, as she reminded Ms. Wise, she had expressed her concerns over wearing her natural hair from the get-go, back when the company was in New York City, and was not comfortable doing so without having the appropriate hair products with her.

123. The production team then came up with a new plan for Courtney Ross, the Assistant Choreographer, to style Ms. Washington's hair in her hotel room. Since there appeared to be no other option, Ms. Washington reluctantly agreed to this *ad hoc* plan.

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

125. In fact, Ms. Washington was not ready when rehearsals began and had to rush to the stage, which upset stage managers who did not understand why she had not been ready, and it gave off the impression that Ms. Washington was unreliable and unprofessional.

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

127. Understandably, Ms. Washington was exhausted and frustrated, and when asked by others why she was feeling that way, she explained that her demeanor was unfortunately caused by something that had been done TO her by the production team – i.e., their last-minute, botched hair plan – and was the direct result of continued negligence and “passing the buck” by her employers.

128. The next day, February 11, 2023, Ms. Kersh asked to speak to Ms. Washington and advised her that some people in the company had stated that Ms. Washington had been “short” with them. When Ms. Washington tried to get more details to understand what she had said, Ms. Kersh was vague and admitted that she was not exactly sure and would get back to her.

III. Ms. Washington Complains About Racially Discriminatory Practices and Microaggressions She Experiences on the Show Related to Her Negligent Hair Plan and Criticisms About Her Disposition in New York City and Utica

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

130. After some scheduling issues, a meeting took place in Philadelphia on February 15, 2023, except with just Ms. Kersh and Company Manager Katie Cortez (and not with Ms. Munoz).

Two cast members – one Black and one white – were also in attendance to support Ms. Washington.

131. During that meeting, Ms. Washington explained why she believed her treatment on the Show up until that point and certain microaggressions she experienced were racially tinged/racist.

132. Specifically, Ms. Washington explained how the lead up to the hair plan debacle and the conversation with Ms. Kersh surrounding her purported “shortness” — which she and others believed was a very understandable temperament to have under the circumstances — had her feeling stressed and attacked, and that it seemed to be “disciplinary” to her. Ms. Washington further explained how asking a Black woman to essentially “mind her tone” when Ms. Kersh and the rest of the production team knew full well what was causing her tone to be “short” with people in the first place, felt like casual racism to her.

133. Ms. Washington also explained how she was bewildered by how Ms. Kersh’s and others on the production team’s initial response to those who grumbled about Ms. Washington being “short” was not something that afforded her more grace and understanding, such as something along the lines of: “Hey, Zuri experienced something harrowing the last few days. Please give her grace and I’m sure she will be back to her normal self in no time.” Ms. Washington explained how she felt she was not being extended the same grace that the creative team always asked for of the cast.

134. Ms. Washington was very firm that she was experiencing racism stemming from the Show’s indifference towards her concerns about maintaining her hair and its botched, belated hair plan, which began in New York City and culminated in Utica. Ms. Kersh eventually clarified that she allegedly did tell those individuals who griped about Ms. Washington being “short” to

give Ms. Washington space as she was going through something, but that she and the other producers felt obligated as *de facto* “HR” to address these complaints with her. Ms. Washington explained that this episode was still troubling to her as these kinds of microaggressions escalate very quickly for people of color in white spaces.

135. Nonetheless, Ms. Washington felt better after expressing herself, believed that her concerns and those of the production team were resolved, and stated that she was willing to start afresh.

IV. The Show’s Producers Discriminatorily Treat Ms. Washington as if She Fit the “Angry Black Woman” Trope, and Even Try to Summon Her White Male Agent to “Tame” Her

136. *1776* opened touring in mid-February 2023. Unfortunately, there was almost immediately a positive case of COVID-19 in the workplace.

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

138. On or about February 17, 2023 – two days after Ms. Washington met with Ms. Kersh and Ms. Cortez and expressed her concerns about the racism and racist microaggressions she was experiencing on the Show stemming from the botched hair plan that began in New York City and the admonishment she received for being “short” – the cast, production team, and managers met to discuss COVID-19 safety measures for the Show (the “COVID-19 Meeting”).

139. During this meeting, multiple members of the cast expressed frustration about how the producers were handling the situation, which had been a concern since the start of the contract. Ms. Washington, who was also delegated as a union deputy, was one of the cast members who spoke out.

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

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

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

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

144. Shortly after the meeting ended, however, Ms. Cortez, who had just received race discrimination complaints related to her hair plan from Ms. Washington two days earlier, called Ms. McCluskey. Ms. McCluskey, in turn, then contacted Ms. Washington's white male agent to report her as allegedly being "unruly" and "slamming chairs" during the COVID-19 Meeting.

145. Ms. Washington's agent immediately called to check on her and relay what Ms. McCluskey had told him. Hearing what her agent had to say caused Ms. Washington to immediately hyperventilate and suffer a panic attack. What Ms. McCluskey had told her agent was not accurate. Moreover, Ms. Washington was infuriated by being stereotyped as the "angry Black woman" on the cast.

146. Ms. Washington soon learned that she was the only cast member whose agent was called even though many members were impassioned in the meeting, including one older and more seasoned actor who threatened to sue the Show.

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

148. Ms. Washington felt victimized and unjustly vilified, particularly since she had just complained to members of the production team two days earlier that she believed she was being subjected to race discrimination. Company Manager Katie Cortez was asked to speak to Ms. Washington backstage and provide more color on why her agent had been called. Ms. Washington requested an apology for being singled out.

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

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

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

152. To make matters worse, the Show continued to ignore Ms. Washington and give her the run around whenever she raised concerns related to her hair plan. Ms. Washington sent multiple emails and text messages to creative team members and producers about scheduling hair appointments and ordering hair products, including an anti-itch oil, that went unaddressed for days,

if not weeks. As such, Plaintiff had to book and pay for her own appointments (and hope that she would be reimbursed by the Show) and was without products necessary to maintain her hair in between performances.

153. In contrast, the Show diligently fulfilled hair product orders for white cast members, many of which were made *after* Ms. Washington and other Black actors put in their yet-unfulfilled orders, making it clear that white cast members were a priority while Black actors were an afterthought.

154. In the ensuing two weeks, Ms. Washington followed up with Ms. Cortez regarding what had transpired at the COVID-19 Meeting and about the Show's perpetual indifference to issues related to her hair, which she perceived as continuous racist microaggressions.

155. Ms. Washington was still waiting to receive a clear response from the production team as to Ms. McCluskey's motivations and intentions for contacting her agent following the COVID-19 Meeting. Ms. Washington had yet to receive anything resembling an apology from Ms. McCluskey for the pain she had caused, even if done so inadvertently.

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

V. The Show Immediately Terminates Ms. Washington After She Expresses Her Intent to Immediately File a Formal Race Discrimination Complaint Against its Producers for Discriminating Against Her Based on Her Hair Plan and For Falsely Reporting to Her Agent That She was Unruly at the COVID-19 Meeting

157. Ms. Washington, along with a union representative who was in New York City, met over Zoom with Ms. Rajtik on March 21, 2023. Because Ms. Rajtik apparently did not know anything about the issues for which Ms. Washington had been complaining, Ms. Washington had to painfully recount the racial trauma she had been experiencing at the Show, which not only included her concerns about COVID-19 protocols and what transpired during and after the

COVID-19 Meeting, but also the distress she suffered – and was continuing to suffer– relating to her hair plan that began in New York City and continued at each stop of the tour, which caused her tremendous anxiety and frustration.

158. In other words, Ms. Washington specifically complained to Ms. Rajtik about the racial discrimination she endured related to her hair plan that originated from decisions made in New York City, carried out in Utica, and continued at every other stop on the tour. She also complained about how she was being repeatedly painted as the “angry Black woman,” including when she was accused of being “short” after the Show’s botched hair plan caused her to miss rehearsals and experience intense exhaustion, and in the aftermath of the COVID-19 Meeting when she was falsely painted as “unruly.”

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

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

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

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

requirements to maintain. Black women's hair was not all the same. For instance, Ms. Washington's roots naturally become fluffy in a short time due to the rate of her hair growth.

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

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

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

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

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

168. After Ms. Washington finished detailing her experiences in this meeting, Ms. Rajtik stated that she needed to conduct other interviews and would get back to Ms. Washington and her union representative with her findings. Ms. Rajtik indicated that she expected to speak with Executive Producer Trinity Wheeler, Ms. McCluskey, and Ms. Cortez.

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

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

171. Indeed, Ms. Washington was never written up for or told to stop using swear words, so it was inexplicable why her agent needed to be called. Rather, it was clear that her agent was called to try to control Ms. Washington for advocating for the cast members' well-being like some wild animal, just two days after she brought complaints of race discrimination that she was experiencing on the Show to the attention of the production team, including to Ms. Cortez who instigated the chain of events that resulted in the call to Ms. Washington's agent.

172. Ms. Rajtik then told Ms. Washington that she had spoken with Ms. Cortez, Mr. Wheeler, and Ms. McCluskey and that no apology would be forthcoming – including any apologies about the many instances of discrimination related to Ms. Washington's hair plan that began in

New York City and continued in Utica and on every other stop of the tour – because they believed that they behaved properly.

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

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

175. Ms. Washington thought about the suggestion for a few seconds, before agreeing that she would indeed file a formal complaint on Monday, March 26, 2023, stating, in sum and substance: “You know what, yes, I will, because this is the only course of action available to me and I’m going to do it. I’ll take these f*ckers down that way if I have to. I’ve taken bigger f*ckers down before and I’ll do it again. So yes, I will be filing an official complaint with HR.”

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

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

discrimination complaint against the Show based on the discriminatory conduct that began in New York City and continued at each stop on the tour, were provided.

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

179. In other words, Mr. Vander Ploeg, in his own words, all but admitted that the Show had fired Ms. Washington because of her intent to file a race discrimination complaint based on the discriminatory conduct she was experiencing beginning in New York City and continuing at each stop on the tour since.

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

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

182. To that point, Ms. Washington had never received any formal progressive discipline, such as a writeup or even a meeting with management to discuss supposed concerns

about her behavior or language. Instead, after making a statement during a meeting with HR about her intent to file a formal complaint of racial discrimination concerning discriminatory conduct that began in New York City and continued at each subsequent stop on the tour, Ms. Washington's employment was immediately terminated without ever being provided an adequate opportunity to change her behavior if in fact there were legitimate concerns.

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

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

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

186. The reality was that, had Ms. Washington not enthusiastically expressed her intent to file formal race discrimination complaints against the Show and its producers based on their racially discriminatory conduct that began in New York City and continued at each stop on the tour, Defendants would not have terminated her employment.

187. Following her termination, Defendants made arrangements to fly Ms. Washington and ship her belongings back to New York City, which was listed as her "place of origin" in her employment agreement

188. Following her termination, Ms. Washington's union, the Actors Equity Alliance, filed an arbitration grievance against Defendants in connection with her termination in New York before an arbitrator based in New York City.

189. Ms. Washington also applied for unemployment insurance benefits through the State of New York following her termination from Defendants, as contemplated in her employment agreement.

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

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

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

192. Defendants engaged in unlawful employment practices prohibited by Section 1981 by discriminating against Plaintiff because of her race (Black/African American) and would not have discriminated against Plaintiff but for her race (Black/African American).

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

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

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

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

196. As alleged herein, Defendants unlawfully retaliated against Plaintiff in violation of Section 1981 after Plaintiff engaged in protected activity by complaining about race discrimination in the workplace and indicating her intent to file a formal complaint of race discrimination and would not have retaliated against her but for her engagement in protected activity.

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

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

THIRD CAUSE OF ACTION
DISCRIMINATION UNDER TITLE VII
(Against NETworks Presentations LLC and 1776 Touring LLC)

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

200. Defendants NETworks Presentations LLC and 1776 Touring LLC engaged in unlawful employment practices prohibited by Title VII by discriminating against Plaintiff because of her race (Black/African American) and would not have discriminated against Plaintiff but for her race (Black/African American).

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

202. Accordingly, as a result of Defendants NETworks Presentations LLC's and 1776 Touring LLC's unlawful conduct in violation of Title VII, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

FOURTH CAUSE OF ACTION
RETALIATION UNDER TITLE VII
(Against NETworks Presentations LLC and 1776 Touring LLC)

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

204. As alleged herein, Defendants NETworks Presentations, LLC and 1776 Touring LLC unlawfully retaliated against Plaintiff in violation of Title VII after Plaintiff engaged in protected activity by complaining about race discrimination in the workplace and indicating her intent to file a formal complaint of race discrimination and would not have retaliated against her but for her engagement in protected activity.

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

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

206. Accordingly, as a result of Defendants NETworks Presentations, LLC's and 1776 Touring LLC's unlawful conduct in violation of Title VII, Plaintiff has been damaged as set forth herein and is entitled to the maximum amount of damages available to her under the law.

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

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

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

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

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

210. As a result of the acts and conduct complained of herein, Plaintiff has suffered, and will continue to suffer, damages including, but not limited to, economic and pecuniary losses (past and future), severe emotional, psychological, and physical stress, distress, anxiety, pain and

suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in, and enjoining Defendants from continuing to engage in, unlawful employment practices prohibited by Section 1981, Title VII, the NYSHRL, and the NYCHRL in that Defendants discriminated and retaliated against Plaintiff on the basis of her race (Black/African American);

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

- C. Awarding Plaintiff compensatory damages for mental, emotional, and physical injury, distress, pain and suffering, and injury to her reputation in an amount to be proven at trial;
- D. Awarding Plaintiff punitive damages;
- E. Awarding Plaintiff attorneys' fees, costs, disbursements, and expenses incurred in the prosecution of this action; and
- F. Awarding Plaintiff such other and further relief as the Court may deem equitable, just, and proper to remedy Defendants' unlawful employment practices against her.

JURY DEMAND

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

Dated: April 30, 2025
White Plains, New York

Respectfully submitted,

FILIPPATOS PLLC



By: _____

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