

NEW YORK STATE SUPREME COURT
COUNTY OF NEW YORK

-----X
MOSELLE BLANCO,

Plaintiff,

Index No.

-against-

**COMPLAINT & JURY
DEMAND**

ALEXANDER MCQUEEN TRADING LTD.,
MAX CANTEY, AND MONIQUE HAGAN,

Defendants.
-----X

2013 NOV -6 P 1:09
NYS COMMISSION
ON HUMAN RIGHTS
LAW ENFORCEMENT BUREAU

Plaintiff Moselle Blanco, a Hispanic adult female, ("Plaintiff" or "Ms. Blanco"), as and
for her Complaint, alleges the following:

Nature of the Action

1. Plaintiff brings this action by and through her attorneys, Bonnaig & Associates, to
redress the race discrimination, national origin discrimination, and retaliation she was subjected
to, in violation of the New York City Human Rights Law, N.Y. City Administrative Code, §
107 ("City HRL" or "Restoration Act").

2013 NOV -6 PM 1:09
CITY OF N.Y. LAW DEPT.
OFFICE OF CORP. COUNSEL
COMMUNICATIONS UNIT

PARTIES

2. Ms. Blanco, an adult Hispanic female, was hired as a retail salesperson by the late
Alexander McQueen, in or about July 19, 2002, and was promoted to a keyholder position in or
about 2008. She was subjected to a retaliatory termination on September 25, 2012.

3. The Alexander McQueen brand was founded in 1992 by the late Mr. McQueen. The
company Alexander McQueen, Ltd. (McQueen) designs, manufactures, and distributes women's
and men's ready-to-wear accessories. It operates in over 50 countries around the world through
11 directly operated stores, including flagship stores in New York, London, Milan, Los Angeles,

Las Vegas, Dallas, and Miami as well as through 360 leading department stores and specialty stores.

4. Max Cantey (Defendant Cantey or Mr. Cantey), an adult male, is, upon information and belief, currently employed as the Retail Sales Manager at Alexander McQueen's flagship store in New York City. Throughout Plaintiff's employment, Defendant Cantey was Plaintiff's co-worker and discriminated against her by subjecting her to a persistent barrage of offensive comments based on her race and national origin, and impeding her ability to close additional sales with her clients.

5. Monique Hagan (Defendant Hagan or Ms. Hagan) was employed as a store manager at New York City's Alexander McQueen store from 2010 to 2012. She was in a supervisory command over Ms. Blanco at all times. She participated in, and aided and abetted the acts of retaliation alleged herein by condoning Defendant Cantey's conduct, failing to investigate Ms. Blanco's complaints, and terminating Ms. Blanco as a result of engaging in protected acts.

6. Defendants were Plaintiff's employers as that term is defined by the City HRL.

JURISDICTION AND VENUE

7. This Court has general jurisdiction over Plaintiff's claims under the City HRL.

8. Contemporaneously with the filing of this Complaint, Ms. Blanco has served a copy of this Complaint, to the New York City Commission of Human Rights and the Office of the Corporation Counsel of the City of New York, satisfying the notice requirements of Section 8-502 of the City HRL.

9. Venue is appropriate in the County of New York pursuant to CPLR 503.

STATEMENT OF FACTS

MS. BLANCO'S HIRING AND SATISFACTORY PERFORMANCE

10. Ms. Blanco was hired on or about July 19, 2002, as a retail salesperson at McQueen's flagship store in New York City, by Sorel Thongvan, a former Director of Retail Stores.

11. Ms. Blanco's sales record was satisfactory.

12. She has reported to different managers throughout her decade-long employment at McQueen.

13. She was promoted to a keyholder position by Mr. Thongvan in or about 2008.

14. Only employees who had strong sales records, and were able to fulfill the responsibility of opening and closing the store, were made keyholders.

15. Ms. Blanco built a solid client base over the years, which made her a valuable employee at McQueen, due to increasing sales she closed.

DEFENDANT CANTEY'S UNLAWFUL CONDUCT TOWARDS MS. BLANCO AND OTHER EMPLOYEES AT MCQUEEN, FROM 2004 ONWARDS

16. Defendant Cantey began working at McQueen some time in 2004.

17. Starting approximately three months after he began working for McQueen, Defendant Cantey subjected Ms. Blanco to unlawful conduct in the workplace, on an almost daily basis, as follows:

- He would call Ms. Blanco 'taco smoke' if she answered the phone before he got to answer it;

- He would also refer to Ms. Blanco as “taco smoke Blanca,” “burrito face,” and “goya princess.”
- He would say she had greasy hands like a Mexican and that he did not want any product to ‘get messy.’

18. Ms. Blanco repeatedly objected to Defendant Cantey’s conduct, and told him to stop it.

19. Defendant Cantey continued to make these offensive remarks because of her race and national origin, throughout Ms. Blanco’s employment.

20. Ms. Blanco’s requests to him that he stop engaging in such conduct, made Defendant Cantey bully Ms. Blanco:

- He told her she gained weight easily and had a claw foot (though she’s not overweight and does not have a claw foot); and
- He would also falsely accuse her of being drunk at work, when she clearly was not.

21. Ms. Blanco repeatedly complained about Defendant Cantey’s behavior to her managers Mr. Thongvan and then Assistant Manager, Xuan Ly, to no avail.

22. Both Messrs Thongvan and Ly indicated that they did not want Ms. Blanco to escalate her complaints to Human Resources, as they wanted to handle the matter ‘internally.’

24. Messrs. Thongvan and Ly made light of Ms. Blanco’s complaints, saying she had a brother-sister relationship with Defendant Cantey.

25. Ms. Blanco secured a lunch meeting with former McQueen President Melissa Beste, specifically to report Defendant Cantey's unlawful conduct.

26. Ms. Beste, like Mr. Thonvan, also condoned Defendant Cantey's conduct, stating that Ms. Blanco and Defendant Cantey had a 'brother sister' relationship.

27. This was simply not true; Ms. Blanco had no relationship with Defendant Cantey.

28. From 2006 until she was fired, in September 2012, Defendant Cantey would punish Ms. Blanco as follows, for complaining about his unlawful conduct:

- He would sabotage Ms. Blanco's sales by reserving most of the products in the reserve books for his clients, even if he did not have pending sales.
- He would make Ms. Blanco's clients uncomfortable, by staying with them in the dressing room area, and taking items out from their dressing rooms, while Ms. Blanco was attending to them.
- Defendant Cantey would defame and slander Ms. Blanco by telling other employees that Ms. Blanco did cocaine in the bathroom.
- He spread a falsehood that she stole inventory from the store, when the real reason that inventory was low was because he had a consignment out to his own client that he forgot about, and did not return the item until after inventory had been taken.

29. When a temp named Alfredo joined the company, Defendant Cantey remarked that both Ms. Blanco and Alfredo were alike, i.e. that they were greasy people who should not touch the furs, because they would get oil on the furs.

MS. BLANCO IS PUNISHED FOR REPORTING DEFENDANT CANTEY'S UNLAWFUL CONDUCT

39. Since Ms. Hagan was Ms. Blanco's immediate supervisor for the period 2010-2012, she complained to Ms. Hagan more frequently about Defendant Cantey's conduct than to other managers.

40. Ms. Hagan engaged in acts of retribution, starting in January 2012, and continuing until Ms. Blanco was fired.

41. Ms. Hagan yelled at Ms. Blanco for going over Ms. Hagan's head.

42. Though Ms. Blanco was a keyholder, Ms. Hagan took away Ms. Blanco's keys during the summer of 2012, which halted Ms. Blanco's opportunity to become an Assistant Manager at McQueen.

43. Ms. Hagan prevented Ms. Blanco from going to the back of the store to email her clients, though other employees were allowed to do so, and would insist that Ms. Blanco stay on the selling floor.

44. Ms. Hagan supported other sales staff, in customer service matters, but refused to support Ms. Blanco.

45. Ms. Blanco was the only one that was prohibited by Ms. Hagan to wear McQueen open toe sandals on the so-called grounds that they did not convey the right image to McQueen clients.

46. Everyone else in the store was allowed to continue wearing open-toe sandals, and Ms. Hagan herself continued to wear them.

47. On September 25, 2012, Ms. Hagan decided to terminate Ms. Blanco.

48. The termination was executed by Gayle Scheck, Director of Retail at McQueen's flagship store in New York City.

49. Ms. Scheck stated, in relevant part, that Ms. Blanco did not have a dress return on consignment from Ms. Blanco's client Jessica Seinfeld, and that she also rang up items from two clients from consignments that she had sent out to them, that have not been returned to the store yet.

50. Ms. Blanco knew that this could not be a reason for her termination, because the store did not prohibit sales employees from ringing up consignment sales before they were returned to the store- sales employees, including Defendant Cantey, were doing this throughout Ms. Blanco's employment.

51. The handbook, too, did not prohibit employees from ringing up consignment sales before they were returned to the store.

52. Defendant Cantey obtained SKU numbers of items from the factory in Italy, before they were even available for sale in the store, so he could be ensured the sales for these items.

53. Ms. Scheck said that another reason Ms. Blanco was being terminated was for selling to customers on her day off.

54. Ms. Blanco only came in to help one of her own customers, and that too, with approval from management, if she had to do so on her day off.

55. Defendant Cantey did this all the time, and did not get reprimanded, let alone fired.

56. Though he was scheduled to work five days a week like other sales employees, he got away with working six or seven days a week, just so his sales numbers could be higher than anyone else's.

57. Employees at Alexander McQueen were not supposed to be on the selling floor on their days off, unless management had approved them to do so, but Defendant Cantey repeatedly did so without approval from management and was not reprimanded for his conduct.

58. Defendant Cantey also worked on Sundays, though he was not scheduled to work on Sundays. He did this just to ensure his sales numbers would be the highest in the store.

59. In addition, at McQueen, sales associates were supposed to help one customer at a time, and help more than one only if the store was busy and the sales associates could handle helping more than one customer at a time.

60. Defendant Cantey would help as many as three or four customers at a time, even if the customers were not his.

61. Ms. Blanco only worked when not scheduled when she had prior approval from management, and did not steal customers from other employees.

62. Ms. Blanco knew that she was only being fired for her repeated complaints about her rights being violated, since other employees who engaged in the conduct she was accused of, did not get fired.

63. In fact, during Ms. Blanco's employment, she, and two other minority employees (Othman Ibela and Roderick Dunn) who made complaints about the violations of their rights were fired.

64. Despite aggressive mitigation efforts, Ms. Blanco still hasn't found a job comparable in prestige, salary, and benefits, to the job she held at McQueen.

65. Due to the size of the Kering group, (which the McQueen brand falls under) and McQueen's executive team being extremely connected in the New York market, Ms. Blanco's relationship with all of the brands under the Kering group umbrella has been ruined.

66. Ms. Blanco has resorted to selling her McQueen collection on account of financial hardship caused by her termination from McQueen.

AS AND FOR A FIRST CAUSE OF ACTION
CITY HRL
(RACE AND NATIONAL ORIGIN DISCRIMINATION)

67. Plaintiff incorporates by reference all of the preceding paragraphs.

68. Liability is imputed to McQueen, because the management knew about Defendant Cantey's conduct, and failed to take remedial action.

69. Mr. Thongvan, Ms. Radler, and Defendant Hagan, especially, were charged with a duty to act on their knowledge about complaints regarding Defendant Cantey's unlawful behavior, and to stop it, but failed to do so.

70. Management knew of, and acquiesced to the conduct of Defendant Cantey.

71. Defendant Cantey, who actually participated in the discriminatory remarks and conduct, is liable, even though he lacked the authority to hire or fire Ms. Blanco.

72. Such conduct by Defendants constitutes unlawful discrimination, and harassment, on the basis of race and national origin, in violation of the City HRL.

73. Such conduct by the Defendants constitutes a malicious, willful, and reckless violation of Plaintiff's rights under the City HRL.

74. Here, the acts of the Defendants were so egregious and were done with such bad faith and/or reckless indifference for Plaintiff's protected rights under the City HRL, that in addition to the damages inflicted upon Plaintiff and in addition to all the measures of relief which she may be properly entitled herein, the Defendants should also be required to pay punitive damages in order to deter the Defendants and others similarly situated, from engaging in such conduct in the future.

75. As a direct and proximate result of Defendants' violation of the City HRL, the Defendants are liable to Plaintiff for "damages, including punitive damages." Defendants must be directed to make Ms. Blanco whole by providing her with back pay, and compensation for all lost or diminished employment-related compensation or benefits, past or future.

76. Plaintiff, also seeks compensatory damages, including, among other things, for loss of earnings, loss of earning capacity, for punitive damages, plus the costs of this action, as well as reasonable attorneys' fees and pre-judgment interest, and any other relief that this Court deems just and proper.

AS AND FOR A SECOND CAUSE OF ACTION
CITY HRL
(RETALIATION)

77. Plaintiff incorporates by reference all of the preceding paragraphs.

78. The entirety of the acts which constitute and form this cause of action, as set forth above, all of which are deemed repeated and re-alleged herein as though said paragraphs were

specifically set forth herein, were perpetrated upon Plaintiff while she was in the course of her employment with Defendants.

79. After Plaintiff engaged in protected activities of which Defendants were aware, they took actions against Plaintiff which were reasonably likely to deter a person from engaging in protected activities, and which were causally connected to Plaintiff's protected activities.

80. The aforementioned acts of the Defendants constitute unlawful discriminatory retaliation against the Plaintiff in violation of the City HRL.

81. When Plaintiff engaged in protected activities, she was subjected to further retaliation and further abuse, all of which adversely and severely impacted her position, career, and were designed to punish her and retaliate against her for having complained about the unlawful treatment she was forced to endure in the workplace.

82. In retaliation for complaining about Defendants' conduct internally, the Defendants took a number of adverse actions against Plaintiff.

83. The retaliatory conduct and actions taken by Defendants were causally and proximately connected to Plaintiff's protected activities, i.e. protesting the discrimination and retaliation.

84. But for Plaintiff's assertion of her rights under the NYC Human Rights Law, she would not have been fired.

85. Here, the acts of the Defendants were so egregious and were done with such bad faith and/or reckless indifference for Plaintiff's protected rights under the City HRL, that in addition to the damages inflicted upon Plaintiff and in addition to all measures of relief which she may

be properly entitled herein, the Defendants should also be required to pay punitive damages in order to deter the Defendants and others similarly situated, from engaging in such conduct in the future.

86. Plaintiff, therefore, seeks compensatory damages for (including, among other things) loss of earning, loss of earning capacity, and for punitive damages, plus the costs of this action, as well as reasonable attorneys' fees and pre-judgment interest.

AS AND FOR A THIRD CAUSE OF ACTION
CITY HRL
(AIDING AND ABETTING)

87. Ms. Blanco incorporates by reference all of the preceding paragraphs.

88. By the acts alleged herein, the individual Defendants are liable to Ms. Blanco in their individual capacities, for engaging in the unlawful conduct, and for aiding and abetting the illegal acts of the corporate Defendant, in violation of the City HRL.

WHEREFORE, Plaintiff respectfully requests that upon trial this Court enter judgment:

- a) Directing Defendants to make Ms. Blanco whole by providing her with back pay, and compensation for all lost or diminished employment-related compensation or benefits, past or future;
- b) Directing Defendants to pay Ms. Blanco a portion of their profits during the relevant period as punitive damages to punish and deter continuation of Defendants' unlawful employment practices;
- c) Awarding Ms. Blanco reasonable attorneys' fees and costs, as provided by the City HRL;
- d) Awarding Plaintiff pre-judgment and post-judgment interest; and
- e) Granting such additional relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims properly triable by a jury.

DATED: October 24, 2013
 New York, New York

Respectfully submitted,



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*ATTORNEYS FOR PLAINTIFF MOSELLE
BLANCO*

Attorney(s) for

STATE OF NEW YORK, COUNTY OF

s.s.:

I, the undersigned, an attorney duly admitted to practice in the courts of New York, and

certify that the annexed has been compared by me with the original and found to be a true and complete copy thereof.

say that: I am the attorney of record, or counsel with the attorney(s) of record, for I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following.

The reason I make this affirmation instead of is

I affirm that the foregoing statements are true under penalties of perjury. Dated:

STATE OF NEW YORK, COUNTY OF

ss:

being sworn say: I am

in the action herein, I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

a corporation, one of the parties to the action; I have read the annexed know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following:

Sworn to before me on , 200

STATE OF NEW YORK, COUNTY OF

ss:

being sworn says: I am not a party to the action, am over 18 years of

age and reside at On , 200 , I served a true copy of the annexed in the following manner:

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

by delivering the same personally to the person and at the addresses indicated below:

by transmitting the same to the attorney by electronic means to the telephone number or other station or other limitation designated by the attorney for that purpose. In doing so I received a signal from the equipment of the attorney indicating that the transmission was received, and mailed a copy of same to the attorney, in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

by depositing the same with an overnight delivery service in a wrapper properly addresses. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery. The address and delivery service are indicated below:

Sworn to before me on , 200

Index No.

Year 2013

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

MOSELLE BLANCO,

Plaintiff,

v.

ALEXANDER MCQUEEN TRADING LTD., MAX CANTEY, AND MONIQUE HAGAN,

Defendants.

COMPLAINT & JURY DEMAND

Bonnaig & Associates

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Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certify that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: 10-24-13

Signature: 

Print Signer's Name: MATTHEW POLSITY

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE THAT

" that the within is a (certified) true copy of a
Notice of Entry entered in the office of the clerk of the within named Court on

" that an Order of which the within is a true copy will be presented for settlement to the
Notice of Settlement Hon. one of the judges of the within named Court,

at , at M.

Dated:

Attorney(s) for

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