

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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AMY HEFTI,

Plaintiff,

v.

**THE BRAND UNION COMPANY, INC.
d/b/a THE BRAND UNION NY, WPP,
and DON FORRINGER,**

Defendant.

SUMMONS

The basis of the venue is the
Location of Events Described
Herein

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To the above named Defendants:

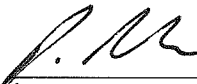
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Defendant:

THE BRAND UNION COMPANY, INC. d/b/a THE BRAND UNION NY
WPP
DON FORRINGER
c/o DAVIS & GILBERT LLP
1740 BROADWAY
NEW YORK, NEW YORK 10019

Dated: January 29, 2014

JOSEPH & KIRSCHENBAUM LLP



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**SUPREME COURT OF THE STATE OF
NEW YORK
COUNTY OF NEW YORK**

-----X
AMY HEFTI,

Plaintiff,

COMPLAINT

v.

DEMAND FOR JURY TRIAL

**THE BRAND UNION
COMPANY, INC. d/b/a THE
BRAND UNION NY, WPP and
DON FORRINGER,**

Defendants.

-----X
Plaintiff Amy Hefti, by and through her attorneys, Joseph & Kirschenbaum LLP, as and for her Complaint against Defendants The Brand Union Company, Inc. d/b/a The Brand Union NY, WPP and Don Forringer, alleges as follows:

NATURE OF THE CASE

1. Plaintiff alleges that the Defendants, terminated her employment because of her disability/perceived disability.
2. The allegations in this pleading are made without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proof, or persuasions. Plaintiff reserves all rights to plead in the alternative.

JURISDICTION AND VENUE

3. Jurisdiction is proper in this Court because the acts and/or omissions giving rise to the causes of action alleged herein occurred in New York County.

4. Venue is proper in this Court pursuant to New York Civil Practice Law and Rules Section 503(d) because Defendants' principal offices are in New York, New York.

THE PARTIES

5. Defendant The Brand Union Company, Inc. ("The Brand Union") operates The Brand Union NY whose principal place of business is located at 114 Fifth Avenue, 11th Floor, New York, NY 10011.

6. Defendant WPP is a parent corporation that controls and directs the activities of The Brand Union. WPP's New York office is located at 100 Park Ave, 4th Floor, New York, NY 10017.

7. Defendant Dan Forringer is the Chief Financial Officer of The Brand Union's branch in the United States.

8. Plaintiff Amy Hefti ("Plaintiff") was employed by Defendants as a Group Account Director from May 15, 2013 until November 15, 2013.

9. Plaintiff has clinical depression and at one time was diagnosed with bi-polar disorder.

FACTS

10. Throughout Plaintiff's adult life, she has suffered from clinical depression.

11. Plaintiff sees a psychiatrist and regularly takes Lexipro, an anti-anxiety medication, to manage her illness.

12. As a result of her condition, Plaintiff is disabled within the meaning of the NYSHRL and NYCHRL.

13. Plaintiff's mental condition has never interfered with her work or professional obligations.

14. Plaintiff began her full-time employment as a Group Account Director at The Brand Union on May 15, 2013.

15. During the course of Plaintiff's employment with Defendants, Plaintiff directed the largest worldwide advertising campaign that The Brand had ever launched for the company's largest client.

16. Throughout Plaintiff's employment, she received excellent feedback from her superiors, including Simon Bolton, The Brand Union's worldwide CEO.

17. Plaintiff was never the subject of disciplinary action prior to the events giving rise to this claim.

18. On or around September 19, 2013, Plaintiff met with her psychiatrist. During this meeting, Plaintiff's psychiatrist diagnosed Plaintiff with bi-polar disorder, an entirely new diagnosis, and prescribed her two anti-psychotic medications that she had never taken before.

19. Immediately following Plaintiff's ingestion of the new medication, she began to suffer from extremely adverse reactions, including tremors and insomnia. These symptoms continued for a week, forcing her to work from home over the week of September 23, 2013 through September 28, 2013.

20. Plaintiff received explicit permission from Defendants to take sick leave during that time. Throughout the week, Plaintiff responded in a timely manner to her work email and phoned into conference calls.

21. Plaintiff returned to work on September 30, 2013. She offered a doctor's note to Defendants to explain the necessity of her leave. Defendant Forringer told her that a doctor's note was not necessary.

22. On or about October 1, 2014, Defendant Forringer and Diane Epstein, the Executive Director of The Brand Union, as well as the head of the Human Relations department, called her into a meeting regarding her medical condition. During the meeting, Plaintiff's supervisors pressured her to disclose personal medical information about her illness even though Plaintiff repeatedly told them that she wished to keep that information private. Additionally, Defendant Forringer told Plaintiff that she doesn't "have to be here," in other words, that Plaintiff could leave the company because of her condition.

23. Plaintiff responded to Defendant Forringer by affirming her commitment to her job and her desire to remain employed at The Brand Union.

24. On or about October 18, 2013, Plaintiff's superiors called her in for another meeting and again insisted that she reveal medical information about her illness. Fearing that if she refused it would adversely affect her employment, she explained that she had been diagnosed with bi-polar disorder and the one-week medical leave she took was caused by her receiving the incorrect medication.

25. At the end of the meeting, Plaintiff affirmed that she was "fully-committed and ready to work" at The Brand Union. She also emphasized that she did not expect to take any

additional medical leave in the future as a result of her diagnosis and that she was capable of fully performing the duties of her job.

26. Plaintiff believed that the meeting ended amiably and that the issue was resolved. She was given no reason to believe that her job was at risk or that she was on any kind of probation.

27. On November 15, 2013, Plaintiff was called into Defendant Forringer's office, and he fired her. The stated reason for her termination was her "unprofessional" behavior.

28. Throughout Plaintiff's employment with Defendants, she never received a complaint, write-up or comment from her superiors or co-workers that alleged unprofessional behavior.

29. Given Plaintiff's excellent job performance, the abrupt timing of her termination, and the falsity of Defendants' stated reasons for her termination; it is clear that Defendants discriminated against Plaintiff with knowledge or reckless disregard of Plaintiff's rights under the NYSHRL and NYCHRL.

30. As a result of Defendants' discrimination, Plaintiff suffered severe loss of income. In addition, Plaintiff suffered severe emotional distress as a result of the termination.

FIRST CLAIM FOR RELIEF
(New York State Human Rights Law ("NYSHRL"),
N.Y. Exec. L. §§ 290 *et seq.* – Disability Discrimination)

31. Plaintiff realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

32. In violation of the NYSHRL, Defendants intentionally discriminated against Plaintiff on the basis of her perceived or actual disability by terminating Plaintiff.

33. As a direct and proximate consequence of Defendants' disability discrimination against Plaintiff, she has suffered, and continues to suffer, substantial monetary damages, including, but not limited to, a loss of income, including past and future salary.

34. As a direct and proximate consequence of Defendants' disability discrimination against Plaintiff, she has suffered, and continues to suffer, substantial non-monetary damages, including, but not limited to, emotional distress, physical pain and suffering, damage to Plaintiff's good name and reputation, lasting embarrassment, humiliation and anguish.

35. As a result of Defendants' unlawful conduct, Plaintiff is entitled to compensatory damages, including but not limited to lost wages and damages for emotional distress, post-judgment interest, and such other legal and equitable relief as this Court deems just and proper.

SECOND CLAIM FOR RELIEF
(New York City Human Rights Law ("NYCHRL")
N.Y. Admin. L. §§ 8-101 *et seq.* – Disability Discrimination)

36. Plaintiff realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

37. In violation of the NYCHRL, Defendants discriminated against Plaintiff on the basis of her actual or perceived disability by terminating Plaintiff.

38. As a direct and proximate consequence of Defendants' disability discrimination against Plaintiff, she has suffered, and continues to suffer, substantial monetary damages, including, but not limited to, a loss of income, including past and future salary.

39. As a direct and proximate consequence of Defendants' disability discrimination against Plaintiff, she has suffered, and continues to suffer, substantial non-monetary damages, including, but not limited to, emotional distress and physical pain and suffering.

40. Defendants' conduct was outrageous and malicious, was intended to injure, and was done with reckless indifference to Plaintiff's statutorily-protected civil rights.

41. As a result of Defendants' unlawful conduct, Plaintiff is entitled to compensatory damages, including but not limited to lost wages and damages for emotional distress, punitive damages, post-judgment interest, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- A. An award of damages, including back pay, front pay, emotional distress and punitive damages, according to proof, to be paid by Defendants;
- B. Penalties available under applicable laws;
- C. Costs of action incurred herein, including expert fees;
- D. Attorneys' fees, including fees pursuant to the NYCHRL.
- E. Pre-judgment and post-judgment interest, as provided by law; and
- F. Such other and further legal and equitable relief as this Court deems necessary, just and proper.

Dated: New York, New York
January 29, 2014

Respectfully submitted,

JOSEPH & KIRSCHENBAUM LLP

By:



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Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which she has a right to jury trial.