

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

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DOMINIQUE MOORE,	:
	:
Plaintiff,	:
	:
v.	:
	:
DESPONT STUDIOS LLC d/b/a THE OFFICE	:
OF THIERRY W. DESPONT, LTD. and LUIS	:
GONZALEZ, in his individual and professional	:
capacities,	:
	:
Defendants.	:
	:
-----X	

Civil Action No.

COMPLAINT

Demand for Jury Trial

Plaintiff Dominique Moore alleges against Defendant Despont Studios LLC d/b/a The Office of Thierry W. Despont, Ltd. (“The Office of Thierry W. Despont” or the “Company”) and Luis Gonzalez (“Gonzalez”) (collectively, “Defendants”) as follows:

NATURE OF THE CLAIMS

1. The Office of Thierry W. Despont holds itself out as one of the most progressive architectural design firms in the world, having worked extensively on the \$60 million centennial restoration of the Statue of Liberty, the Carlyle Hotel in New York City, Claridge’s Hotel in London, and the Getty Center in Los Angeles, where Mr. Despont designed all of the galleries inside the \$1.3 billion complex. In stark contrast to its progressive designs, The Office of Thierry W. Despont’s employment practices are stuck generations in the past, where employees such as Ms. Moore are mistreated, discriminated against and “mommy tracked” upon becoming pregnant. After five years of performance including bonuses, raises and promotion, when Ms. Moore expressly complained that she was a victim of such discrimination, the only result of the sham investigation was that she was fired two weeks later.

2. The anti-discrimination laws are intended to afford pregnant women the same rights as any other employee, and provide pregnant women with the dignity and respect they deserve. As such, this is an action for declaratory, injunctive and monetary relief to redress Defendants' unlawful employment practices, including unlawful discrimination and retaliation committed against Ms. Moore. The unlawful discrimination described herein was committed in violation of the Family Medical Leave Act, 29 U.S.C. §§ 2601 et seq. ("FMLA"), the New York State Human Rights Law, N.Y. Executive Law §§ 290 et seq. ("NYSHRL"), and the New York City Human Rights Law, N.Y. City Administrative Code §§ 8-101 et seq. ("NYCHRL").

JURISDICTION, VENUE and ADMINISTRATIVE PREREQUISITES

3. This Court has subject matter jurisdiction over Plaintiff's claims under the FMLA pursuant to 28 U.S.C. § 1331 and 1343, because those claims arise under the laws of the United States. This Court has supplemental subject matter jurisdiction over Plaintiff's related state and local law claims pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

5. Contemporaneously with the commencement of this action, a copy of this Complaint was served both on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of the New York City Administrative Code.

6. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

7. Plaintiff Dominique Moore is a female former employee of Despont Studios LLC d/b/a The Office of Thierry W. Despont, Ltd. Ms. Moore was terminated from her position as an

Associate Architect at the Company's 10 Harrison Street, New York, NY 10013 location on December 4, 2015. She is a resident of the State of Connecticut and at all relevant times met the definition of an "employee" and/or "eligible employee" under all applicable statutes.

8. Defendant Despont Studios LLC d/b/a The Office of Thierry W. Despont, is a domestic limited liability company. At all relevant times, The Office of Thierry W. Despont met the definition of "employer" and/or a "covered employer" under all relevant statutes.

9. Defendant Luis Gonzalez, a resident of the State of New York, is a Senior Associate at Defendant Despont Studios LLC d/b/a The Office of Thierry W. Despont, Ltd. At all relevant times, Mr. Gonzalez was Ms. Moore's supervisor, and, in that role, he had the authority to discipline and fire Ms. Moore, direct her work activities, assign her job responsibilities and monitor her performance. At all relevant times, Mr. Gonzalez was an "employer" within the meaning of all applicable statutes.

FACTUAL ALLEGATIONS

Pregnancy Discrimination Against Ms. Moore

10. The Office of Thierry W. Despont is one of the most prestigious and sought after architectural firms in the world, having been involved in interior and/or exterior architecture at landmarks such as the Carlyle Hotel in New York City, Claridge's Hotel in London, and the Getty Center in Los Angeles, where Mr. Despont designed all of the galleries inside the \$1.3 billion complex. The Company was also involved in the \$60 million centennial restoration of the Statue of Liberty.

11. In fact, Vanity Fair Magazine ran an article on December 31, 2015 which stated that "[w]hen money meets history meets taste, the architect the 1 percent tend to call is Thierry

Despont.” The article states that The Office of Thierry W. Despont has “risen to the pinnacle of his profession . . . he is practically in a league of his own.”

12. In or about February 2011, Ms. Moore commenced her employment as an Architect at The Office of Thierry W. Despont.

13. In or around January 2015, the Company promoted her to the position of Associate Architect.

14. In the beginning of 2015, Ms. Moore was in the early stages of her pregnancy and was required to attend various doctors’ appointments.

15. Although Ms. Moore had not yet formally announced her pregnancy, there were rumblings around the office that she was pregnant, and the reception was far from congratulatory.

16. In or about March 2015, Ms. Moore called a meeting to formally announce her pregnancy to her supervisor, Mr. Gonzalez, and Managing Senior Associate, Matthew Maddalene.

17. Before Ms. Moore could even share her news, Mr. Gonzalez could not restrain himself from blurting out, **“You’re pregnant!”** Ms. Moore conceded that she was in fact pregnant, and told Mr. Gonzalez and Mr. Maddalene that she was eager to brainstorm a plan of action leading up to her maternity leave, in order to ensure that the work related to her hotel project would be handled while she was away on leave.

18. Rather than engage in a productive and inclusive dialogue, Mr. Maddalene made it clear that she would be discouraged from taking leave on her own terms. Throughout the conversation, Mr. Maddalene repeatedly asked, **“You’re going to work up until the day you have the baby, right?”**

19. Thereafter, when Ms. Moore was required to attend a number of additional doctor's appointments because her pregnancy was considered high-risk, Mr. Gonzalez became visibly frustrated. During the days on which Ms. Moore needed to attend a doctor's appointment, Mr. Gonzalez regarded her with disdain and outright refused to speak to her on some occasions.

20. Moreover, Mr. Gonzalez decided it was within his discretion to control Ms. Moore's pregnancy-related healthcare. He directed Ms. Moore to schedule her appointments towards the end of the week in order to accommodate his work preferences, and as a result, Ms. Moore had to find a new doctor.

21. As Ms. Moore's pregnancy progressed, Mr. Gonzalez's hostility towards her escalated. For example, in or about May 2015, during a business trip to Paris, Mr. Gonzalez put pressure on Ms. Moore to lift and move furniture from one area to another, even though she was prohibited by her doctor from lifting heavy items. He criticized her for moving slowly and at a safe pace.

22. Mr. Gonzalez also derided Ms. Moore when she insisted on obtaining a mask before she entered a construction site, in order to safeguard her health and that of her unborn child. Mr. Gonzalez acted as if Ms. Moore was attempting to avoid work, and he told her, **"Well, just leave. Just go then."**

23. Mr. Gonzalez also showed contempt for Ms. Moore when she would return to her hotel room after a 12 to 14 hour day, instead of staying out late for dinner or to party with Mr. Gonzalez and their other colleagues.

24. When they returned from Paris, Mr. Gonzalez complained to another employee about Ms. Moore's inability to lift furniture and her insistence on using a mask in the

construction site. He told the other employee, **“What am I supposed to tell her? She’s pregnant.”** The implication was that Mr. Gonzalez felt these utterly minor accommodations constituted special treatment for Ms. Moore that was a bother to Mr. Gonzalez.

Ms. Moore’s Maternity Leave and Return to Work

25. On or about July 3, 2015, Ms. Moore left for maternity leave.

26. When she returned to work on or about October 5, 2015, Mr. Gonzalez continued to treat Ms. Moore with hostility. For example, when Ms. Moore would greet Mr. Gonzalez in the morning, she was met with complete silence.

27. Moreover, although Ms. Moore was the lead on a Ritz Hotel project in Paris, Mr. Gonzalez began excluding her from critical elements of the project. Mr. Gonzalez and the junior designer, Sydney Acard, would discuss aspects of the project without even including Ms. Moore.

28. In fact, Mr. Gonzalez had stopped communicating with Ms. Moore entirely, and would instead have Ms. Acard relay messages to Ms. Moore directly. The few aspects of the project that were shared with Ms. Moore were gleaned from her sparse communications with Ms. Acard, rather than through Mr. Gonzalez.

29. Upon information and belief, Mr. Gonzalez would also instruct Ms. Acard to examine Ms. Moore’s performance on the project and monitor the amount of work she produced per day.

30. On or about November 12, 2015, Ms. Moore had obtained a new cell phone and provided it to the Information Technology (“IT”) Department to configure it for email access. However, the IT Department accidentally configured Ms. Moore’s phone to receive emails belonging to Mr. Gonzalez’s assistant, Daryl Cooper.

31. When Ms. Moore realized the mistake, she was shocked to discover a myriad of emails wherein Ms. Cooper, Mr. Gonzalez and others were discussing Ms. Moore and her pregnancy in a disparaging and insulting manner. The following are just a few examples:

- Mr. Gonzalez complained in these emails that Ms. Moore was working too slowly and was difficult to reach *while she was on maternity leave*.
- In February 2015, Mr. Gonzalez and Ms. Cooper discussed the possibility that Ms. Moore was pregnant. Ms. Cooper said, **“Did you talk to Dominique? My guess is that she’s pregnant. All of those Doctor’s appointments and vitamins...hmmm.”** Mr. Gonzalez responded, **“I would have to speak to you in person over drinks. Tonight?”**
- On March 3, 2015, Mr. Gonzalez told Ms. Acard in an email chain that included Ms. Cooper, **“You need to keep your legs closed.”** Ms. Acard responded, “Why? Because of the spider? **Or because you cant [sic] have another preggo person here?** If that’s the case, no worries – I won’t be pregnant til I’m 30.”
- Mr. Gonzalez’s treatment of Ms. Moore on the basis of her pregnancy also emboldened other employees to engage in similar harassment. For example, on April 28, 2015, Ms. Cooper and Ms. Acard had the following conversation regarding Ms. Moore’s pregnancy:

Ms. Cooper: **“Dominique was sick again today, so [Mr. Gonzalez] is not happy about that.”**

Ms. Acard: “Ugh. Do we know what’s wrong with her?”

Ms. Cooper: **“Pregnant and Tired? No clue. Somebody better knock me up so I can use that excuse!”**

32. As such, on or about November 17, 2015, Ms. Moore asked to speak with Mr. Gonzalez and Mr. Maddalene so she could complain about discrimination.

33. On or about November 18, 2015, Ms. Moore met with Mr. Gonzalez and Mr. Maddalene, complained that she had been mistreated on account of her pregnancy and asked to

transition to a different group where she would no longer report to Mr. Gonzalez, who she perceived as her primary harasser.

34. At this time, Ms. Moore did not expressly state that she had viewed or had access to Ms. Cooper's emails during this meeting because she did not yet know how to best disclose this information and did not want to disclose it directly to her harasser.

35. Even though the purpose of the meeting was to address discriminatory treatment, the conversation inevitably and unfortunately turned to focus on Ms. Moore's childcare responsibilities following her return from leave.

36. Indeed, Mr. Maddalene said, **"I know you have issues at home"** when addressing some of Mr. Gonzalez's concerns. Ms. Moore complained about this highly insensitive remark:

"I don't have issues at home. I have a baby at home."

37. Ms. Moore was appalled at the unfounded criticism of her performance and the blatant references to her baby and her childcare responsibilities.

38. Ms. Moore reiterated that Mr. Gonzalez's comments regarding her performance constituted further discrimination. She complained,

"It's unprofessional. The things you're talking about are borderline harassment. We didn't have these problems before I left. Now I've come back to an impossible climate."

39. The meeting concluded with no plan to remedy the issues raised by Ms. Moore.

40. The next day, on or about November 19, 2015, Ms. Moore gave Mr. Maddalene a printed copy of the emails in which Mr. Gonzalez and Ms. Cooper discussed Ms. Moore and her pregnancy and asked Mr. Maddalene to further intervene.

41. Ms. Moore stated at this point that these documents were emails that had been appearing on her phone, and that is how she obtained the documents. However, Mr. Maddalene did not show any concern or even ask how Ms. Moore was receiving emails that were not sent to her directly. At this point, the Company was on notice that Ms. Moore had access to emails that were not hers.

42. The following week, on or around November 25, 2015, Mr. Maddalene approached Ms. Moore and only then asked her to explain how she had access to the emails she had given him the previous week. Ms. Moore explained in more detail that her phone had been inadvertently configured by IT to put Ms. Cooper's emails on her phone.

43. Notably, although Mr. Maddalene had notice of her inadvertent receipt of Ms. Cooper's emails for some time, the Company did not appear to be all that concerned and waited until December 3, 2015 to finally reset the settings on her phone to stop the influx of emails.

44. At that time, IT asked to see Ms. Moore's phone to "update the settings." Even after she got her phone back, Ms. Cooper's emails continued to appear. However, approximately an hour after IT returned the phone to Ms. Moore, she stopped receiving Ms. Cooper's emails.

Ms. Moore's Unlawful Termination

45. On December 4, 2015, approximately *two weeks* after she complained to Mr. Maddalene and Mr. Gonzalez, Ms. Moore was called into a meeting with Mr. Maddalene and Deborah Baker, an Accounting Department employee.

46. Mr. Maddalene and Ms. Baker informed Ms. Moore that they had formed a harassment committee to investigate her complaints. They concluded that the investigation yielded that,

"There has been no harassment. We reviewed everything, and it's not working out."

47. Mr. Maddalene then told Ms. Moore that she was being fired for violating the privacy of other employees by possessing emails that did not belong to her.

48. Upon information and belief, no one has been disciplined following the supposed investigation, other than Ms. Moore.

49. When Ms. Moore explained that she should not be held accountable for a mistake that was committed by the IT department, Mr. Maddalene offered an inconsistent and discriminatory explanation for her firing. Mr. Maddalene said, **“You have been late 42 times this year, in addition to taking maternity leave, which has shown arrogance on the job.”**

50. That comment speaks for itself.

51. Ms. Moore was discriminated against on account of her gender, pregnancy and related childcare responsibilities and retaliated against after she complained about the discriminatory treatment.

FIRST CAUSE OF ACTION
(Retaliation in Violation of the FMLA)
Against The Office of Thierry W. Despont

52. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

53. At all times relevant herein, Plaintiff was an “eligible employee” within the meaning of the FMLA. Similarly, at all times relevant herein, The Office of Thierry W. Despont was and is a “covered employer” within the meaning of the FMLA.

54. Plaintiff has suffered adverse employment actions described above because, in whole or in part, she exercised rights protected by the FMLA, including but not limited to termination of her employment.

55. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief.

56. Defendant did not have reasonable grounds for believing that its unlawful and retaliatory actions did not violate the FMLA, and such actions constitute bad faith violations of the FMLA for which Plaintiff is entitled to an award of liquidated damages.

SECOND CAUSE OF ACTION
(Discrimination in Violation of New York State Human Rights Law)
Against All Defendants

57. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

58. By the actions described above, among others, Defendants discriminated against Plaintiff on the basis of her gender and/or pregnancy in violation of the NYSHRL by, *inter alia*, terminating her employment on account of her gender and/or pregnancy.

59. Defendant Luis Gonzalez aided and abetted the discriminatory conduct of The Office of Thierry Despot and the other employees who acted on behalf of The Office of Thierry Despot to discriminate against Plaintiff.

60. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered and continues to suffer harm for which she is entitled to an award of monetary damages and other relief.

THIRD CAUSE OF ACTION
(Retaliation in Violation of New York State Human Rights Law)
Against All Defendants

61. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

62. By the actions described above, among others, Defendants have retaliated against Plaintiff by, *inter alia*, terminating her in violation of the NYSHRL for complaining about pregnancy discrimination.

63. Defendant Luis Gonzalez aided and abetted the retaliatory conduct of The Office of Thierry Despot and the other employees who acted on behalf of The Office of Thierry Despot to retaliate against Plaintiff.

64. As a direct and proximate result of Defendants' unlawful and retaliatory conduct, Plaintiff has suffered and continues to suffer harm for which she is entitled to an award of monetary damages and other relief.

FOURTH CAUSE OF ACTION
(Discrimination in Violation of New York City Human Rights Law)
Against All Defendants

65. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

66. By the actions described above, among others, Defendants discriminated against Plaintiff on the basis of her gender and/or pregnancy in violation of the NYCHRL by, *inter alia*, terminating her employment on account of her gender and/or pregnancy.

67. Defendant Luis Gonzalez aided and abetted the discriminatory conduct of The Office of Thierry Despot and the other employees who acted on behalf of The Office of Thierry Despot to discriminate against Plaintiff.

68. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief to the greatest extent permitted by law, in addition to costs and reasonable attorneys' fees.

FIFTH CAUSE OF ACTION
(Retaliation in Violation of New York City Human Rights Law)
Against All Defendants

69. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

70. By the actions described above, among others, Defendants have retaliated against Plaintiff by, *inter alia*, terminating her in violation of the NYCHRL for complaining about pregnancy discrimination.

71. Defendant Luis Gonzalez aided and abetted the retaliatory conduct of The Office of Thierry Despot and the other employees who acted on behalf of The Office of Thierry Despot to retaliate against Plaintiff.

72. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages and other relief to the greatest extent permitted by law, in addition to costs and reasonable attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants for the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States, the State of New York and the City of New York;

B. An injunction and order permanently restraining Defendants and its partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate for all monetary and/or economic damages, including, but not limited to, loss of past and future income, wages, compensation, seniority, and other benefits of employment;

D. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate for all non-monetary and/or compensatory damages, including, but not limited to, compensation for Plaintiff's emotional distress and reputational harm;

E. An award of punitive damages in an amount to be determined at trial;

F. Pre-judgment and post-judgment interest, as applicable, on all amounts due;

G. An award of costs that Plaintiff has incurred in this action, including, but not limited to, expert witness fees, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and

H. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

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

Dated: January 27, 2016
New York, New York

Respectfully submitted,

WIGDOR LLP

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