
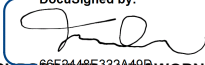


CHARGE OF DISCRIMINATION		AGENCY	CHARGE NUMBER
This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing this form.		<input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	520-2023-03881
_____ and EEOC (State or Local Agency, If Any)			
NAME (Indicate Mr., Ms., or Mrs.) Ms. Mona Atwa c/o Wigdor LLP, Marjorie Mesidor		HOME TELEPHONE NUMBER (include Area Code) (212) 257-6800	
STREET ADDRESS 85 Fifth Avenue 5th Floor		CITY, STATE AND ZIP CODE New York, NY 10003	DATE OF BIRTH 7/23/1976
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below).			
NAME Monique Lhuillier Fashion House		NO. OF EMPLOYEES/MEMBERS 20+	TELEPHONE NUMBER (include Area Code) (213) 747-7431
STREET ADDRESS 4533 Pacific Blvd		CITY, STATE AND ZIP CODE Vernon, CA, 90058	COUNTY Los Angeles
NAME Monique Lhuillier Fashion House		NO. OF EMPLOYEES/MEMBERS 20+	TELEPHONE NUMBER (include Area Code) (212) 683-3332
STREET ADDRESS 818 Madison Ave		CITY, STATE AND ZIP CODE New York, NY, 10065	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) <input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input checked="" type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL <input checked="" type="checkbox"/> RETALIATION <input checked="" type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Pregnancy)		DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST 12/1/2018 - 10/18/2022 <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional space is needed, attached extra sheet(s)) See attached supplement			
I want this charge filed with the EEOC and the State FEPA. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - (When necessary to meet State and Local Requirements)	
I declare under penalty of perjury that the foregoing is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.	
DocuSigned by:  66F2448E322A49D... Charging Party (Signature)		DocuSigned by:  86F2448E322A49D... SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: (Month, day and year) 08/11/2023 12:39 PM PDT	
Date 08/11/2023 12:39 PM PDT		08/11/2023 12:39 PM PDT	

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK OFFICE**

----- X
MONA ATWA, :
 : EEOC Charge No.: 520-2023-03881
 Claimant, :
 :
 v. : **AMENDED SUPPLEMENT TO**
 : **CHARGE OF DISCRIMINATION**
 MONIQUE LHUILLIER, INC., :
 :
 Respondent. :
 :
----- X

Claimant Mona Atwa (“Ms. Atwa” or “Claimant”), by and through her attorneys, Wigdor LLP, against Monique Lhuillier, Inc., (“Lhuillier” or “Respondent”), alleges as follows:

PRELIMINARY STATEMENT

1. Couture bridal gown atelier Lhuillier New York City has a certain “look” for its front-of-house staff: young, white, pretty. Claimant Mona Atwa—Lhuillier’s company-wide top-seller, and a record-setting salesperson for the company’s entire twenty-five-year existence—as a woman over forty of Arab-Egyptian descent, and a Muslim, never quite fit in, and her manager, Rikki Harris, and co-workers, never let her forget it.

2. With Ms. Harris’ blessing, one co-worker continually and repeatedly mocked Ms. Atwa for not drinking alcohol, while the co-worker would unprofessionally get drunk on the champagne meant for bridal appointments. Ms. Harris also repeatedly disciplined Ms. Atwa for things that the young, white, pretty employees easily got away with. In 2022, Ms. Harris also began a campaign of deliberately undermining Ms. Atwa with her customers, giving her sales appointments to her pretty, young and white favorites, and refusing to pass on Ms. Atwa’s orders to headquarters.

3. In spite of all this, Ms. Atwa was Lhuillier’s top seller in both 2021 (when she set a company-wide record) and 2022. Still, late in 2022 Ms. Harris drummed up a pretext to terminate her, after Ms. Atwa complained about the discrimination against her based on her Muslim faith, and even though none of the explanations ultimately given for her termination made any business sense. True to form, Lhuillier replaced Ms. Atwa with a young, beautiful white woman.

4. Much as Abercrombie and Fitch learned in 2005, when it paid a \$50 million settlement to Latino, African-American, Asian-American and female applicants who had been denied jobs because they didn’t have Abercrombie’s “look,” Lhuillier must learn that “look” is not everything, and that it cannot terminate its employees to advance a culture of white supremacy.

PROCEDURAL BACKGROUND

5. Claimant filed her original charge on March 21, 2023, alleging retaliation, age, and religious discrimination. She now amends to add a claim of race discrimination.

PARTIES

6. At all times material, Plaintiff was an “employee” of Respondent under all applicable statutes, employed in Respondent’s New York Flagship location, located at 818 Madison Avenue New York, NY, 10065.

7. At all times material, Monique Lhuillier, Inc., (“Respondent” or “Lhuillier”) was and is a department store and foreign business corporation incorporated under the laws of the State of California, with a principal place of business at 4533 Pacific Blvd, Vernon, CA, 90058 and Plaintiff’s employer.

FACTS

I. Fashion Industry Veteran Monique Atwa Begins Working at Lhuillier and Encounters its Culture of White Supremacy, anti-Muslim Bigotry and Ageism

8. Plaintiff Mona Atwa is a veteran designer, manager, salesperson and stylist for luxury fashion brands, who has long excelled at developing clientele for her employers. She is ethnically Egyptian-Arabic and presents as olive-skinned.

9. Ms. Atwa graduated from the Fashion Institute of Technology with a Bachelors in Fashion Design in 1999. After working several years as a designer and stylist of wedding dresses, she transitioned to a role as a stylist at Tiffany & Co. and, later, Louis Vuitton.

10. In New York City, stylist work is as competitive as it gets. Stylists like Ms. Atwa must develop personal relationships with high-end clients, learn their taste, keep them updated on new designs and products and, in sum, keep their loyalty, in a market clogged with luxury brands vying for the dollars of luxury buyers.

11. With her background in fashion design, Ms. Atwa is well placed to understand not only her clients' tastes, but their best fit as well, and to advise them on alterations and other customizations.

12. In December 2018, with fifteen years of experience as a stylist under her belt, Ms. Atwa began working as a Senior Sales Consultant for Respondent Monique Lhuillier, a luxury wedding dress designer, earning approximately \$27.00 hourly plus commission. Commission pay is the true incentive to work at a luxury brand like Lhuillier, and Ms. Atwa has consistently earned several hundred thousand dollars per year in commission.

13. As a Senior Sales Consultant, Ms. Atwa's duties and responsibilities included but were not limited to conducting sales appointments, answering phone calls and emails, reviewing gowns upon arrival from production and then distributing to the alteration department for fittings.

14. Ms. Atwa excelled at her work. She not only had the skill and design sense to guide her clients—who would be seeking not only a luxury experience, but a luxury experience they would expect to define the most important moment of their life—but has the interpersonal “soft” skills that it takes to work with demanding personalities on the eve of their weddings.

15. Indeed, Ms. Atwa received outstanding yearly performance reviews which always reflected her work ethic and showed her not only exceeding sales goals but setting company-wide records for sales.

16. Throughout her time at Lhuillier, Ms. Atwa worked under the supervision of General Manager Rikki Harris (“Ms. Harris”), Sales Manager Frank Trevino (“Mr. Trevino”), and Managing Director Kadie Uretz (“Ms. Uretz”).

17. Ms. Atwa soon realized that, though Lhuillier had been willing to hire her given her experience, she was a poor fit for its front-of-house workforce. It was clear to Ms. Atwa that Lhuillier had a “look”—young, white, and pretty—and that she was a poor fit for that “look.”

18. Notably, Ms. Atwa was the only Muslim employee working for Respondent and one of very few women who presented as non-white. She was also the only employee to be treated in such a consistently hostile manner.

19. For example, on or about January 26, 2019, Ms. Atwa asked Ms. Harris a question regarding appointment rotations. Mr. Trevino then interrupted Ms. Atwa, became unreasonably angry, and in front of the entire staff, slammed his hand against a chart on the wall and screamed at Ms. Atwa saying, in sum and substance, that Ms. Atwa had been with the company for weeks and still did not know how rotation worked.

20. Notably, Ms. Atwa had not been trained on the rotation process and had asked a simple question to better understand the process.

21. Ms. Atwa was shocked and humiliated by Mr. Trevino's aggressive outburst. The entire staff had observed what happened and were all staring at Ms. Atwa. Some employees were even smirking and whispering.

22. Ms. Harris had observed Mr. Trevino's outburst but failed to step in or reprimand Mr. Trevino for his aggressive and inappropriate outburst.

23. As explained further below, it would be unimaginable that Lhuillier would ever treat an employee this way if they had the right "look." Instead, those deemed beautiful and white were coddled when they failed to perform, were promoted and hired without adequate qualifications, and were allowed to act in a brazenly unprofessional manner, such as drinking to drunkenness during the workday.

24. On or about January 28, 2019, Ms. Atwa emailed Mr. Trevino and Ms. Harris to formally complain of Mr. Trevino's aggressive and inappropriate outburst. Ms. Atwa specifically noted feeling offended, humiliated, and disrespected.

25. In or about February 2019, Ms. Atwa emailed the Managing Director, Ms. Uretz (who worked from the California headquarters of Lhuillier). Ms. Atwa forwarded Ms. Uretz the email she had sent to Mr. Trevino complaining of his abusive treatment and noted the ongoing hostility and harassment in the office. Ms. Atwa received no response.

26. In or about late February 2019, Ms. Uretz visited Respondent's NY Flagship store, and met Ms. Atwa for the first time in person. Immediately upon meeting Ms. Atwa, Ms. Uretz began screaming at Ms. Atwa and insulting Ms. Atwa for having emailed Ms. Uretz directly regarding her hostile work environment complaints.

27. Ms. Uretz publicly dismissed Ms. Atwa's complaints about Mr. Trevino and Ms. Harris, and instead screamed at Ms. Atwa in front of all staff, "how dare [Ms. Atwa] tell [Ms.

Uretz] that [Ms. Uretz] was not doing her job!” Ms. Atwa attempted to explain the email, and that Ms. Atwa never claimed Ms. Uretz was not doing her job, but Ms. Uretz was irate and refused to allow Ms. Atwa to speak.

28. Ms. Uretz further screamed that Ms. Atwa was there to see clients and sell to clients, that was what Respondent was paying Ms. Atwa for—that Ms. Atwa was there “to support her managers, not to complain about them”.

29. After Ms. Uretz was done berating Ms. Atwa, she left the room and did not speak to Ms. Atwa the rest of the day. Ms. Atwa was left feeling humiliated, demeaned, and scared for her employment.

30. In or about March 2019, Ms. Harris approached Ms. Atwa and in front of multiple other employees told Ms. Atwa to “brush up” on her email skills. Ms. Harris then claimed in a mocking and degrading tone, “it must have been a while since you were in school” and claimed Ms. Atwa did not know how to write emails correctly. Ms. Harris further mocked, “I will sit down with you and teach you how to write an email.” These comments were blatantly ageist.

31. Later that day, Ms. Atwa went to Ms. Harris’ office and told Ms. Harris that she offended by the way she was spoken to, especially in front of colleagues. Ms. Harris responded only “it’s not a big deal.”

32. In or about May 2019, Sales Consultant, Kristen Laurino (“Ms. Laurino”), a young white woman, took a champagne bottle out of the refrigerator that was intended for clients and brought it to the office. Ms. Laurino poured Ms. Atwa a glass and set it on her desk. Ms. Atwa politely declined. Ms. Laurino then asked Ms. Atwa, “Why? Are you out of your mind to torture yourself to be Muslim and not have a drink? How do you live your life like this?”

33. Ms. Atwa was shocked at the offensive question and did not know how to respond.

Ms. Harris observed the interaction and failed to intervene or reprimand Ms. Laurino for her offensive and derogatory comment. Instead, Ms. Harris stood next to Ms. Laurino, smirked at Ms. Atwa, and then walked away with her champagne.

34. Ms. Atwa felt extremely uncomfortable, attacked, and humiliated by Ms. Laurino and Ms. Harris' inappropriate and demeaning behavior.

35. Notably, Ms. Harris and Ms. Laurino are known to be close friends that frequently spend time together outside of work. Further, Ms. Laurino frequently drinks champagne reserved for brides while at work. Indeed, Ms. Laurino would even make special requests for alcohol and Ms. Harris would purchase the alcohol from the company account.

36. In or about June 2019, Ms. Atwa made a sale to a client, Jinny S. Later that same day, Ms. Atwa realized the sale had been erroneously attributed as a "house sale" as opposed to Ms. Atwa's sale.

37. As such, at the end of the day, Ms. Atwa approached Ms. Harris to report the error Ms. Atwa had found. Ms. Harris then claimed the client was a VIP client and claimed the client would need to be accommodated quickly due to her upcoming wedding date. Ms. Harris then admitted she had changed the sale to "house" instead of Ms. Atwa's name but refused to explain why.

38. Notably, by changing the sale name to "house", Ms. Harris ensured Ms. Atwa would lose her commission on the sale. Ms. Harris further made it clear to Ms. Atwa that despite losing the commission, Ms. Atwa would still be obligated to serve Ms. S. and cater to Ms. S.'s needs throughout the following appointments.

39. On or about December 30, 2021, Ms. Atwa hit a "record-breaking milestone" of three million dollars in sales. Ms. Harris and Ms. Uretz congratulated Ms. Atwa on her impressive

sales and noted her hard work. This was not only the highest sales number *for any employee of the entire company for the whole year*, but it also set a record for the company's entire history.

40. On or about March 6, 2021, Ms. Laurino was whispering with Alterations Manager Rita (last name unknown) ("Ms. Rita"). Ms. Laurino and Ms. Rita stopped speaking as soon as Ms. Atwa approached them. Ms. Laurino then told Ms. Atwa in an angry tone, "Can you please stop selling because you are making me look like an asshole."

41. Later that same day, Ms. Atwa complained to Ms. Harris of Ms. Laurino's inappropriate behavior, harassment, and hostility. Ms. Harris dismissed Ms. Atwa and refused to investigate the matter.

II. Other Incidents of Racism and Bigotry at Lhuillier

42. Unfortunately, Ms. Atwa was far from the only person to experience the bigoted culture of Lhuillier. On multiple occasions, Ms. Atwa witnessed Lhuillier supervisors and employees making employment decisions based on Lhuillier's "look," decisions with the effect of weeding out those that were not young, white, and beautiful.

43. These parallel employment decisions corroborate the bigotry Ms. Atwa experienced.

44. For instance, later, in the spring of 2021, Lhuillier hired a new alterations manager, a Filipino woman named Myrna. This is a high-stakes role that requires at least 10 years of experience to perform correctly. That is because Lhuillier processes a huge number of alterations for its clients, almost all of whom request alterations at one point or another in the purchasing process. Such requests must be processed efficiently and with an eye toward a wedding-day deadline. Myrna had well-earned the role, as a veteran in the field with a proven track record of managing alterations, and the requisite 10 years to do the job.

45. Like Ms. Atwa, Myrna was non-white and older than forty. Like Ms. Atwa, she, therefore, lacked the “look” of Lhuillier. Ms. Atwa noticed that, though Myrna performed her job at a high level, Ms. Harris was consistently and inexplicably hostile towards her.

46. Though Myrna was an able manager, Ms. Harris terminated her just a little more than a year into her tenure. In her stead, Ms. Harris hired Danielle W., a 26-year-old white woman. While Danielle W. may have completely lacked the experience necessary to hold such a high-stakes role, she had the right look—young, white, and beautiful. Danielle W. quickly cratered in her job performance, botching numerous alterations and angering Lhuillier’s clients.

47. On another occasion, in June 2022, Lhuillier hired a temporary worker to work as a receptionist, a client-facing role that was important to Lhuillier’s customer-centric ethic (as it would be for any luxury brand).

48. The temporary worker was African American.

49. Through conversations, Ms. Atwa knew that Ms. Harris was considering the temporary receptionist for a full-time role. The temporary receptionist performed at a high level and, to all reports, was well-liked by clients.

50. Though she was obviously qualified, and though there would seem to be little call to recruit intensively for a non-specialized role like this if someone already had a record of performance, already knew the clients, and already worked well within the team, Ms. Harris nonetheless went out of her way to make sure she hired a beautiful, young white woman for the role.

51. Moreover, the seamstresses in the Respondent’s store are separated by race. Russian seamstresses sit on one side while Asian seamstresses sit on another.

52. On one occasion, Ms. Atwa also heard Laurino and Ms. Harris gossiping about Emily DeBruyn (“Ms. DeBruyn”), a young, white Sales Consultant. Their conversation indicated that they were utterly fixated on the fact that Ms. DeBruyn was engaged to and would soon marry a Black man and found this strange and remarkable.

III. Harris and Lhuillier Continually Undermine Ms. Atwa in Favor of Young, White Women and Non-Muslim Women

53. While Ms. Atwa continued to perform at a high-level, and consistently managed to place as a top salesperson, Lhuillier’s employees and managers constantly harassed her based on her religion, ethnic identity and age, and never let her feel like she belonged.

54. On or about October 16, 2021, Ms. Laurino placed a champagne glass filled with water on Ms. Atwa’s desk and said in a mocking tone, “This is because you’re a Muslim. I just don’t understand how you don’t drink; you mean to tell me all Muslims don’t drink?” Ms. Laurino further asked, “how do you unwind? What do you order at a restaurant with dinner?”

55. Ms. Atwa felt uncomfortable, to say the least, with Ms. Laurino’s multiple questions and the tone with which Ms. Laurino was asking them. Ms. Atwa patiently answered all of Ms. Laurino’s questions hoping that educating Ms. Laurino would stop the harassment and discrimination.

56. Ms. Harris stood nearby observing the interaction and smirking. Once Ms. Laurino had finished asking her offensive questions, Ms. Laurino and Ms. Harris lifted their glasses and toasted.

57. On or about October 21, 2021, Ms. Atwa again complained to Ms. Harris about the abusive treatment she was experiencing. Ms. Harris did not investigate the matter and simply dismissed Ms. Atwa’s concerns.

58. Around this time, a store client was unhappy with the alterations done to the client's bridal gown. While Ms. Atwa had worked with the client and sold the gown, the mistake was owing directly to Danielle W.'s incompetence in overseeing fittings and alterations and, by one remove, to Lhuillier's pattern and practice of making employment decisions based on race and age rather than competence.

59. Since the wedding was only a week away, and because Ms. Harris was not in the office, Ms. Atwa called Ms. Uretz regarding the urgent matter. Ms. Atwa explained to Ms. Uretz that Ms. Atwa needed a new bodice sent to the store quickly as the Alterations Department had ruined the bride's gown.

60. In the days that followed, Ms. Uretz did not send the bodice as promised and instead mailed bodice patterns that needed to be sewn together. With only a day left before the wedding, the client took her gown.

61. A few weeks later, the client called and complained to Ms. Harris of her stressful experience and complained the gown was ruined by the Alterations Department. Ms. Harris apologized and refunded the client for the damages that had occurred. However, Ms. Harris deducted funds from Ms. Atwa's earned commissions without notice or explanation, in violation of the New York Labor Law.

62. Notably, Ms. Atwa had successfully completed the sale, had ensured the gown was perfect prior to submitting it to the Alterations Department, and then worked to ensure the gown was completed in time. She was certainly not at fault for the Alterations Department ruining the gown. Nevertheless, Ms. Harris penalized Ms. Atwa and took the funds from Ms. Atwa's commission check without notice or explanation. In stark contrast, the seamstress that damaged the dress was not charged for damaging the dress.

63. In or about March 2022, Ms. Atwa met with Ms. Harris following another excellent performance review and requested a promotion and a salary raise. Ms. Harris immediately denied Ms. Atwa the promotion without any good faith consideration or explanation.

64. After this period, it became increasingly apparent to Ms. Atwa that she faced a glass ceiling because she lacked the “look” of a Lhuillier employee. As Ms. Atwa became more and more successful, Ms. Harris, sensing a threat to the usual order, began to undercut Ms. Atwa by giving her sales to white and female employees.

65. Ms. Harris’ behavior made this one of the most troubling and stressful periods of Ms. Atwa’s life. During this time, she began to experience heightened anxiety and feelings of self-doubt.

66. On or about March 23, 2022, it was Ms. Atwa’s turn to receive a client through the rotation system. Through this system, new clients would be randomly assigned to a stylist, to ensure a fair distribution of commissions.

67. Ms. Harris knew a client was coming to purchase a gown. She made it known that the gown was a stock piece, and that the client would be taking that specific piece. In short, this was a plum sale that required no effort. This was a lucky draw for Ms. Atwa in the rotation; the nature of a rotation system like this means that some sales will be easy and some will be hard, but regardless of the difficulty the rotation is supposed to remain consistent to ensure the fair distribution of commission opportunities.

68. While Ms. Atwa waited for the client, she was also overseeing an alterations appointment for one of her clients on the second floor.

69. At approximately 4:05 P.M., Ms. Atwa went downstairs to check if the client had arrived, informed the staff that Ms. Atwa would be upstairs, and asked them to please inform her when the client arrived.

70. When the client arrived, Ms. Harris took the client and gave the sale to Ms. Laurino.

71. At approximately 4:15 P.M., Ms. Atwa returned to the first floor and learned the client had already left and had already completed the sale with Ms. Laurino. Ms. Atwa was beside herself at this treatment. Nevertheless, she continued to conduct herself professionally and with an eye toward the best interests of the business and her own success.

72. In or about June 2022, Ms. Harris hired Ms. DeBruyn, a young, pretty, white woman, as a full-time Sales Consultant and ordered Ms. Atwa to train her.

73. In or about July 2022, Ms. Atwa went on a scheduled vacation. Lhuillier's policy when employees go on vacation is to take them out of the rotation but to give them the sales credit for any return clients with whom they had worked before, even though another salesperson would cover the return client during the vacation.

74. Ms. DeBruyn worked with one of Ms. Atwa's return clients but nonetheless entered the sale as a "first-time consultant" sale. This meant Ms. DeBruyn would receive the full commission. Ms. Atwa assumed it was an error, but later learned Ms. Harris had intentionally given Ms. DeBruyn the sale despite knowing it was Ms. Atwa's client.

75. In the days that followed, Ms. Harris told Ms. DeBruyn to enter various clients into the system as "new clients" despite them already being Ms. Atwa's clients.

76. Notably, in doing so, Ms. Harris was increasing Ms. DeBruyn's sales numbers while simultaneously decreasing Ms. Atwa's sales.

77. Upon returning to work, Ms. Atwa realized what Ms. Harris was doing and understood Ms. Harris was attempting to corrupt the sales numbers in order to terminate Ms. Atwa and replace Ms. Atwa with Ms. DeBruyn, true to Ms. Harris' bigoted past practice.

78. In or about July 2022, Ms. Atwa recognized a return client of hers entering the store and noticed that Ms. DeBruyn was about to start working with the return client. As such, Ms. Atwa quickly went to Ms. Harris and advised Ms. Harris that this was the second client Ms. DeBruyn was taking as a "first appointment." Ms. Atwa pleaded with Ms. Harris to step in.

79. Ms. Harris then went up to the bridal floor and assisted Ms. DeBruyn with the sale. Ms. Harris then purposely rang the sale up under Ms. DeBruyn's name and credited the commission to Ms. DeBruyn.

80. Things only got worse. In or about July 2022, Ms. Atwa noticed Ms. DeBruyn was giving out incorrect information over the phone. Ms. Atwa assumed this error was due to Ms. DeBruyn still being a new employee. As such, once Ms. DeBruyn hung up, Ms. Atwa politely informed her of the correct information. Ms. Harris observed the interaction and immediately called Ms. Atwa into her office. Ms. Harris accused Ms. Atwa of not being "friendly." This was highly insulting, given that Ms. Atwa had been acting in the best interests of the business.

81. Nonetheless, Ms. Atwa apologized, explained she was trying to be friendly, and did not understand why Ms. Harris had not perceived her words as friendly. Ms. Harris then claimed, "you're much older than [Ms. DeBruyn] and the rest of the team but that is no reason to be so dry."

82. Ms. Atwa felt hurt and isolated by Ms. Harris' offensive comments and was offended to be referred to in such a way due to her age. Nevertheless, hoping to protect her job, which was by this time clearly under threat, she left the office, apologized to Ms. DeBruyn, and

explained she had no intention of seeming unfriendly.

83. Ms. Harris kept up her harassing and degrading behavior. On or about July 8, 2022, a client, Ms. Alexia K., entered the store and worked with Ms. Atwa to choose a gown. By the end of the appointment, Ms. Alexia K. was considering two gowns as options. Ms. Atwa informed her that, because of time constraints and the particular gowns Ms. K. had chosen, a 20% rush fee would be added to whichever gown Ms. K chose as per Ms. Harris' order and store policy.

84. The client became very upset and told Ms. Atwa she had called the store multiple times to get answers as to whether or not the store could accommodate her in fulfilling a gown order, but no one was able to give a clear answer. Ms. Atwa apologized to Ms. K. for the inconvenience and explained that associates would not have that information available over the phone, as it was dependent on the Manager and factory availability. Ms. K. then asked Ms. Atwa to waive the fee, but Ms. Atwa explained she was unable to do so. Ms. K., though disappointed, acknowledged the fee and assented, and Ms. Atwa said she would call Ms. K. with pricing information.

85. The following day, Ms. Atwa learned Ms. K. had made an appointment to be measured in order to make her decision between the gowns.

86. The following week, Ms. Harris approached Ms. Atwa and explained Ms. K.'s father-in-law had called the store and claimed Ms. K. had received poor customer service and as such was demanding the 20% rush fee be waived. Ms. Atwa was shocked by the complaint and shared that Ms. K had mentioned calling several times prior to her appointment but was unable to get confirmation from the associates. Ms. Atwa further explained the consultation went well and that Ms. K. left the appointment happy.

87. Ms. Harris then suggested the father-in-law was lying in order to save the 20% from

the bill. Ms. Atwa agreed that this was likely.

88. On or about July 14, 2022, Ms. Harris called the client and unprofessionally became frustrated because she did not understand what alterations Ms. K. wanted. Ms. Atwa stepped in and explained the alterations. Ms. Harris then created the contract and sent it to Ms. K.

89. The following day, Ms. Atwa realized Ms. Harris had completed the sale and processed the sale under Ms. Harris' name, thereby denying Ms. Atwa any commission despite Ms. Atwa's extensive work with the client. Ms. Atwa complained to Ms. Harris, who, as ever, ignored her complaint.

IV. Ms. Atwa is Terminated Because She Lacks Lhuillier's White, Young "Look," After Ms. Harris Deliberately Gives Her Sales Credit to a Young, White Employee

90. In or about the last week of July 2022, Ms. Atwa's husband became ill. As such, Ms. Atwa took a few days off to tend to her sick husband.

91. On or about July 30, 2022, Respondent emailed Ms. Atwa requesting a doctor's note and claiming Ms. Atwa would not be allowed to take another day off the following week due to a lack of available paid time off hours and Respondent's need for Ms. Atwa in store. Respondent then threatened Ms. Atwa claiming if Ms. Atwa took more time off, she would lose any commission for sales completed in her absence. Specifically, Respondent claimed, "if a bride does purchase and you are not in store, we will be forced to treat your appointments as first appointments in rotation. The commission for the sale will go to the new sales consultant."

92. Notably, and as already discussed above, it was store policy that returning clients would work with their original Sales Consultants. If the original sales consultant was unavailable, another Sales Consultant would work with the client on their behalf but would not make commission profits. Ms. Atwa had even signed a document acknowledging this exact policy upon her hiring.

93. As such, Respondent's threat to give away Ms. Atwa's clients went against store policy and was a form of discrimination and retaliation.

94. In or about August 2022, Ms. Laurino was promoted to Senior Sales Consultant.

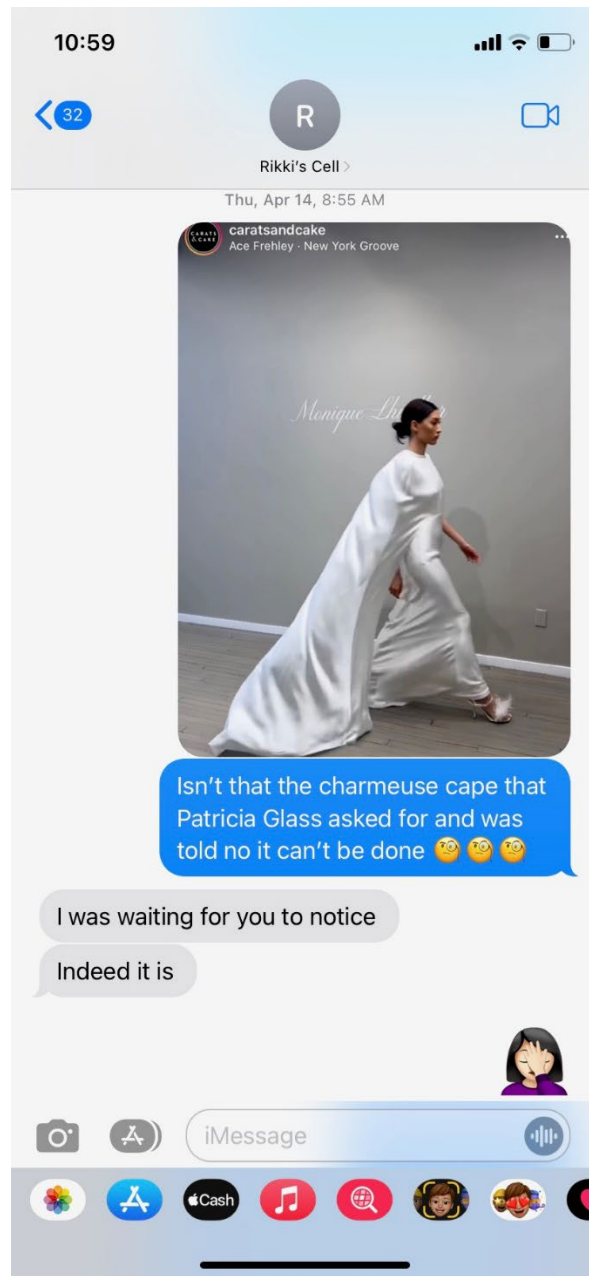
95. Notably, Ms. Atwa had superior sales and had even hit a "record-breaking milestone" of three million dollars in sales, the highest sales number of Lhuillier's entire twenty-five-year history, Respondent nonetheless refused to promote Ms. Atwa and instead promoted Ms. Laurino, a younger non-Muslim employee, who had the white look that Lhuillier values. Laurino's promotion kept with a pattern of making employment decisions based on race, age, and religious background, such as when Danielle W. had been given the leadership of the alterations department without the requisite experience.

96. In the weeks that followed, Ms. Harris continuously created obstacles to hinder Ms. Atwa's sales and encourage Ms. Atwa's termination or forced resignation.

97. For example, some gowns would require approval by Ms. Uretz at the LA headquarters because they required a difficult design or difficult-to-obtain materials. On various occasions, Ms. Harris would claim she had requested Ms. Uretz's approval for Ms. Atwa's sale of specific gowns and had been denied approval. As such Ms. Atwa would lose the sale. Ms. Atwa later learned Ms. Harris had been lying, and never requested the approval, thereby purposely sabotaging Ms. Atwa's sales.

98. On various occasions, Ms. Harris would falsely tell Ms. Atwa there was no fabric available to fulfill an order or that specific changes to a gown were not approved. However, when a different associate made the same requests, their orders were quickly approved. For instance, both Laurino and DeBruyn were making similar or identical requests at around this time, and they never had their requests denied.

99. Ms. Harris even admitted that Ms. Atwa was being denied approval on her dresses, when others were being given approval for the same dresses, for instance in the below text.



100. Further, in the weeks that followed, Ms. Harris forced Ms. Atwa to take various “try-on” appointments, which were the responsibility of the alterations department and not the sales consultant. Being assigned to “try on” appointments meant Ms. Atwa would not be available for sales rotations and would therefore lose new sales and commission. This was yet another way

that Ms. Harris deliberately sabotaged Ms. Atwa.

101. In contrast, Ms. Laurino and Ms. DeBruyn were rarely asked to handle “try-on” appointments and were instead able to focus on their sales.

102. On or around August 20, 2022, a water leak from the A/C room soaked the carpeted area under Ms. Atwa’s desk causing a foul odor to form. Several days later, after patiently waiting for the issue to be addressed to no avail, Ms. Atwa asked Ms. Harris if Respondent was going to bring in a cleaning company to clean the carpet. Ms. Harris angrily replied that she was working on it, but nothing ever happened and the odor remained throughout the remainder of Ms. Atwa’s time at work for the Respondent.

103. In contrast, approximately two months prior to the leak under Ms. Atwa’s desk, a leak occurred in the back area of the store producing a similar odor from the carpet. Ms. Laurino complained about it and within hours, a cleaning company was shampooing the carpet.

104. In or about September 2022, a client Ms. Atwa had previously worked with entered the store and asked to be measured for a gown. Ms. Atwa assisted the client with the gown and learned the client wanted to purchase the gown in New York, but have the gown altered at the Los Angeles location. However, since the Los Angeles location had lost its entire alteration team, Respondent was unable to accommodate alterations in Los Angeles. The client then explained she flew in from Texas with her mother and stylist and had no intention of traveling to Los Angeles to have another consultation. The client specified she must buy the gown in New York, and have it altered in Los Angeles.

105. Given the complexity of the situation, Ms. Atwa immediately explained the details of the situation to Ms. Harris and asked how Ms. Harris would like to proceed. Ms. Harris advised she would call the LA location to see how to proceed.

106. Ms. Atwa and the client waited over twenty minutes and received no response from Ms. Harris. The client was in a rush to leave and was growing impatient. Finally, the client claimed she could not wait any longer. As such, Ms. Atwa wrote down all the client's details, had the client fill out a credit card authorization form, and explained the card would not be processed by NY and would instead be processed by the LA store. The client agreed, thanked Ms. Atwa, and left.

107. Ms. Atwa then took the paperwork to Ms. Harris to review and to discuss how to proceed. Ms. Harris then became irate and screamed at Ms. Atwa, "how dare you break my orders and break company policy and procedures."

108. Ms. Atwa was shocked and frightened by Ms. Harris' reaction. Ms. Atwa explained she did not break any policies, did not charge the card, and did not process the order. Ms. Atwa explained all she did was gather the details that would be needed in order to not lose the sale.

109. Ms. Harris continued to berate Ms. Atwa and refused to discuss the sale with Ms. Atwa. Ms. Atwa was terrified of Ms. Harris' reaction and immediately called Ms. Uretz for help with the situation and to complain of Ms. Harris' extreme hostility and outburst. However, Ms. Uretz declined the call and did not respond to Ms. Atwa's text message requesting assistance.

110. The following day, on or about September 17, 2022, Ms. Harris issued Ms. Atwa a disciplinary write-up claiming Ms. Atwa had disregarded Ms. Harris' orders and broke company policies and procedures. Ms. Atwa asked Ms. Harris how Ms. Atwa had violated company policies, but Ms. Harris refused to answer. Ms. Harris also assigned improperly the sale to an LA salesperson.

111. On September 20, 2022, Ms. Atwa suffered a work-related injury to her left knee, left hip and right ankle. The same day, Ms. Atwa started workers' compensation leave.

112. On or about October 6, 2022, while Ms. Atwa was out of work and on leave, one of Ms. Atwa's clients, Ms. Elizabeth M., entered the store to finalize her payment and to be measured for her gown. Notably, the system accurately reflected that Ms. Atwa had completed the sale and that Ms. Magel was only coming to the store to finalize payment and be measured. Nevertheless, Ms. Harris inexplicably gave the commission to Ms. Laurino, despite company policy dictating the commission should remain with Ms. Atwa.

113. Later that same day, Ms. Harris went against Respondent's policy again and gave away another one of Ms. Atwa's clients, Ms. Pamela Tung. Ms. Harris ordered Ms. DeBruyn to assist Ms. Tung and then entered the sale as a "split sale" meaning Ms. Atwa would share the commission with Ms. DeBruyn.

114. Indeed, although Respondent's policy on returning clients was clear, whenever Ms. Atwa was out of the store and a returning client appeared, Ms. Harris would either reassign the client and give away Ms. Atwa's commission or would cancel the appointment and refuse to help the client on Ms. Atwa's behalf. In contrast, Ms. Harris would routinely assist Ms. Laurino's returning clients and would ensure Ms. Laurino received full commission.

115. Shortly thereafter, Ms. Atwa complained about her treatment at the hands of Lhuillier and Ms. Harris. Specifically, she complained that she was being unfairly stripped of commission and also complained about the discriminatory comments that were being made about her Muslim faith and the fact that she did not drink.

116. On October 17, 2022, Ms. Atwa received clearance to return to work from workers' compensation leave. However, Ms. Harris informed Ms. Atwa not to return to work at that time because the store would be conducting inventory and she could return on October 19, 2022. The justification provided by Ms. Harris was totally unfounded as inventory had no effect on the

appointments schedule for sales consultants.

117. On October 18, 2022, the day before Ms. Atwa was to return to work, Ms. Harris sent Ms. Atwa a letter terminating Ms. Atwa's employment.

118. At the time this letter was sent, Ms. Atwa remained (as she had been in 2021), the company's top seller. In retail, this should obviously have made her employment ironclad. Absent some serious breach of duty or something like criminal conduct, no rational retailer would fire its top seller, and one who had so recently broken a company record.

119. The letter that Ms. Harris drafted giving the reasons for Ms. Atwa's termination bears the hallmarks of an author who lacks all sincerity. It is full of absurd and untrue statements, outright lies, exaggerations, and implausibility. It also clearly shows that Ms. Harris made various ex-post efforts to gather information about Ms. Atwa, for instance by looking at her social media and at online reviews, to try to dredge up any possible negative fact she could.

120. First, the letter focused on three Google customer reviews that mentioned Mona in a negative light. It is of course absurd to focus on a handful of reviews when your seller has a proven track record of customer service. But there are also numerous reasons it made no sense to mention these complaints.

121. No one had ever mentioned these reviews as a problem for Ms. Atwa, making it quite obvious that Ms. Harris had never seen them or known about them until she was already looking for reasons to terminate Mona.

122. All of the reviews are focused on overall problems and mention a bad overall experience—hardly blaming Mona solely, usually only mentioning her as part of an overall negative experience. Numerous reviews mention problems with staff members without mentioning a name. No doubt, Ms. Harris has not undertaken any kind of investigation to

determine which staff members were mentioned, even though she pretended in the letter that these Google reviews were very important to her.

123. Absurdly, in one review by Gonzalez Anju, the customer was obviously displeased with her overall service. Not only that, but in this review, she also complained about the “manager,” i.e. Ms. Harris herself. Of course, Ms. Harris has not submitted herself for discipline, even though she pretends to take these Google reviews extremely seriously.

124. Moreover, the Google reviews show at least one glowing review of Ms. Atwa. On numerous other occasions, too, Ms. Atwa had received countless positive reviews and compliments sent directly to the store’s management team. For example, on one occasion a customer wrote to Respondent referring to Ms. Atwa as “a true star in the sky!” The customer went on to state Ms. Atwa was “shining and bright for us leading the way for over six months.” Of course, Ms. Harris did not mention any of these, because she was only cherry-picking negative information about Ms. Atwa.

125. Ms. Harris also ignored a glowing review (“Mona was a pro!”) by a customer on Yelp from July, 2021.

126. The letter also contains four negative reviews of Ms. Atwa submitted by phone or email. These are suspicious for numerous reasons.

127. While the reviews mentioned Ms. Atwa, the complaints actually addressed problems with the alterations department or logistical problems caused by Lhuillier, and *not* by Ms. Atwa. Specifically, one was by the angry father-in-law, already mentioned above, whose problem was with Lhuillier’s rush policy, not Ms. Atwa’s service. Another complained that “I am . . . afraid that my wedding dress won’t be done on time. None of the fittings was done [sic] on the promised timeline.” This was not Ms. Atwa’s fault, but the fault of Lhuillier’s faltering alterations

department.

128. In an attempt to further bolster the narrative that Ms. Atwa was a disastorous employee, three additional negative reviews were inexplicably added to the end the bottom of the letter. These reviews had nothing to do with Ms. Atwa at all.

129. One says her gown “look[ed] NOTHING like what we discussed,” obviously a problem with Lhuillier’s physical production department, not Ms. Atwa. Another mentions numerous problems caused by a seamstress and the production department. Of course, Ms. Harris has done nothing to hold these other individuals accountable.

130. Ms. Harris also accused Ms. Atwa of demanding that an order be changed, against Ms. Harris’ orders and against company policy. Ms. Atwa had made this request, but it was untrue that it was against company policy. This order had not yet been processed, meaning that the bride was still free to change it. Ms. Harris had deliberately blocked the change to undermine Ms. Atwa and was now blaming Ms. Atwa for it.

131. Respondent’s termination of Ms. Atwa was so motivated by animus that it was counter to its own interests; firing a top seller (and a recent record-breaking top seller), because of a handful of negative customer reviews. This was further buttressed by the numerous countervailing customer reviews, and Ms. Atwa’s track record of her ability to provide service to customers.

132. The letter also denigrated Ms. Atwa for defending herself after she corrected DeBruyn for giving incorrect information to clients. It harrowed Ms. Atwa for giving feedback in a mean tone. Although it was untrue that Ms. Atwa used such a tone, the accusation is also absurd in an environment where Ms. Atwa and others have been routinely degraded, screamed at, and abused. By way of contrast, it was no problem for Mr. Trevino, apparently, to humiliate Ms. Atwa

by screaming at her in front of others. However, any tone short of coddling by Ms. Atwa was a terminable offense.

133. The letter also accused Ms. Atwa of maintaining a side-business dressing brides on their wedding day, which, Ms. Harris claimed, violated company policy against “freelancing.” First, there is no such policy. Ms. Harris fabricated this. Second, it was known that a bride who was happy with their service at Lhuillier might invite the stylist to their wedding to help dress her on the wedding day. This happened on occasion.

134. Indeed, Ms. Harris herself attended several weddings on invitations of this kind. Amazingly, Ms. Harris had even attended a wedding with Ms. Atwa so that the two could dress the bride together, on December 12, 2021.

135. Ms. Harris had on several occasions accused Ms. Atwa of maintaining a side business like this. Once, she thought, mistakenly, that Ms. Atwa was taking vacation time to attend a customer’s wedding. When Ms. Atwa said that she was attending the wedding, but that her vacation had nothing to do with it (she had scheduled the vacation months prior to being invited to the wedding), Ms. Harris should have known and acknowledged that Ms. Atwa had done nothing wrong. Ms. Harris’ continued accusations about Ms. Atwa’s “freelancing” was a known and malicious lie.

136. Ms. Harris also, in paranoid style, accused Ms. Atwa of keeping an Instagram (“IG”) account that illegally used Lhuillier’s intellectual property, and accused Ms. Atwa of changing the name of the IG account to hide her wrongdoing. Ridiculously, Ms. Harris claimed that the IG account was a part of Ms. Atwa’s illusory “freelance” side-business and that Ms. Atwa was using the Lhuillier brand to support the imaginary side business. This was all pure fabrication.

137. Again, this letter was no more than a fabrication by Ms. Harris, who was desperate

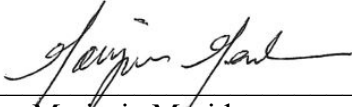
to find any and all reasons to terminate Ms. Atwa, to cover the tracks of her own discrimination.

138. In terminating Ms. Atwa, Ms. Harris had achieved her goal of restoring the “look” of Lhuillier’s front of house staff, replacing Ms. Atwa with DeBruyn, a young, white woman whom Ms. Atwa had trained.

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Respectfully submitted,

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