

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

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NATALIA MAZZUCHELLI,	:	
	:	
Plaintiff,	:	Civil Action No.
	:	
v.	:	
	:	<u>COMPLAINT</u>
IMMUTABLE PTY. LTD and LIGHTSOURCE	:	
GLOBAL,	:	
	:	<u>Jury Trial Demanded</u>
Defendants.	:	
	:	
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Plaintiff Natalia Mazzuchelli (“Plaintiff” or “Mazzuchelli”), by and through her undersigned counsel, Wigdor LLP, as and for her complaint against Defendants Immutable Pty. Ltd. (“Immutable”) and Lightsource Global (“Lightsource”) (collectively “Defendants”), hereby alleges as follows:

PRELIMINARY STATEMENT

1. On September 26, 2022, Mazzuchelli started working for Defendants Immutable and Lightsource as a Director of Partner Success. On September 29, 2022, only three days later, Mazzuchelli’s direct boss, Shirley Anderson (“Anderson”), started to sexually harass Mazzuchelli. Anderson began to inundate Mazzuchelli with questions and stories about group sex, bisexuality, anal sex, extramarital affairs and Anderson’s assessments about the sex lives of company executives. According to Anderson, one executive “needs to have more sex,” another is in a “religious marriage” but “might be open to having sex and other relationships,” and a third is “more calm” because he “gets to have more sex.” On one occasion, Anderson insisted on coming to Mazzuchelli’s hotel room during a work-related trip, where Anderson promptly

stripped to her bra and underwear, and suggestively asked Mazzuchelli whether she (Anderson) should get a “boob job.” Many of these encounters were sprinkled with Anderson’s statements about wanting to have sex with more women and explore different experiences - an obvious effort to groom Mazzuchelli into a sexual encounter.

2. Mazzuchelli made clear that Anderson’s harassment was unwelcome. She opposed Anderson’s discriminatory conduct by rebuffing Anderson’s overtures. However, Mazzuchelli also tried to maintain professional decorum because Mazzuchelli was afraid of retaliation.

3. On April 5, 2023, Mazzuchelli disclosed to Anderson that she was pregnant and that her pregnancy was high-risk. Anderson responded by – for the first time – criticizing Mazzuchelli’s performance and questioning whether Mazzuchelli could “do this job pregnant” and whether Mazzuchelli was “motivated to be in this role.”

4. On April 21, 2023, Mazzuchelli complained about Anderson’s discriminatory conduct to Human Resources. Ten days later, Defendants fired Mazzuchelli because of her “situation.”

5. Defendants’ conduct violated the anti-discrimination and anti-retaliation provisions the New York State Human Rights Law, N.Y. Executive Law § 290 *et seq.* (“NYSHRL”).

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because there is a diversity of citizenship among the parties and this action involves an amount in controversy that exceeds \$75,000, excluding interests and costs.

7. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) because Mazzuchelli lives and worked in this District.

ADMINISTRATIVE PROCEDURES

8. Contemporaneous with the filing of this Complaint, Mazzuchelli will file a Charge of Discrimination (the “Charge”) with the U.S. Equal Employment Opportunity Commission alleging violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* (“Title VII”). Upon issuance of a Notice of Right to Sue or other adjudication of the Charge, Mazzuchelli will seek to amend this action to add Title VII claims.

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

PARTIES

10. Mazzuchelli is an American citizen domiciled in Cold Spring, New York. At all relevant times, Mazzuchelli met the definition of an “employee” under applicable law.

11. Defendant Immutable is a technology company incorporated and headquartered in Australia. At all relevant times, Immutable met the definition of an “employer” under applicable law.

12. Defendant Lightsource is an employer services company incorporated in Delaware and headquartered in Florida. At all relevant times, Lightsource met the definition of an “employer” applicable law.

FACTUAL ALLEGATIONS

I. **BACKGROUND**

13. Mazzuchelli is an accomplished strategist and solutions leader with nearly two decades of experience.

14. In 2010, she graduated from Baruch College, earning a bachelor’s in international marketing management and a minor in corporate communications.

15. She subsequently worked as a Client Solutions Manager at Meta where she managed a portfolio of top brand and agency partners. Because of her extraordinary work, Meta promoted Mazzuchelli numerous times. She ultimately rose to the position of Head of Global Vertical Solutions, eCommerce, responsible for leading multiple marketing programs with three million businesses globally.

16. After nine successful years at Meta, Mazzuchelli took an opportunity to build a world class NFT Partner Success organization at Coinbase as its Head of Global Partner Success, NFTs. Mazzuchelli developed and executed strategies across verticals, including art, entertainment, sports and more, as well as delivered team success metrics, such as increasing customer engagement.

17. In August 2022, Mazzuchelli came across the opportunity for a role at Immutable, a global tech company, as its Director of Partner Success. With her wealth of experience in business development and vertical solutions, Mazzuchelli was more than qualified for the position.

18. On September 2, 2023, Mazzuchelli accepted Defendants' offer of employment.

II. MAZZUCHELLI'S SUPERVISOR SEXUALLY HARASSES HER

19. Almost immediately upon her arrival, Anderson, the Global Head of Partner Success and Mazzuchelli's boss, began to sexually harass Mazzuchelli.

20. Mazzuchelli started working September 26, 2022.

21. On September 29, 2022, Mazzuchelli met Anderson face-to-face for the first time in San Francisco, California, where the two had travelled for work.

22. Anderson suddenly launched into a graphic discussion about sex. Anderson told Mazzuchelli about her sexual desires, including that she enjoys being choked, bound and dislikes anal intercourse.

23. Anderson also disclosed that she likes to sleep with multiple people at the same time (she kept a “bucket list” of her sexual targets), goes to parties to meet people for sex, emphasized that she was in an open marriage and detailed her husband having sex with other women.

24. In an obvious effort to lure Mazzuchelli into a sexual encounter, Anderson expressed her desire to sleep with more women and “keep exploring sexually.”

25. Anderson also detailed a sexual encounter with the founder of one of Immutable’s main customers (the “Client”) and asked for Mazzuchelli’s advice about the affair.

26. Mazzuchelli did not welcome the graphic sexual discussion with her boss. But it was her first week and she did not want to displease her direct manager – so Mazzuchelli tried to deflect the discussion by stating that the decision was up to Anderson, but that Anderson should consider her children. The night ended quickly thereafter.

27. The next day, September 30, 2022, Anderson asked Mazzuchelli if she could borrow some “going out clothes.” Mazzuchelli agreed.

28. At the end of the evening, Anderson insisted on returning to Mazzuchelli’s hotel room to return the clothes.

29. To avoid Anderson’s sexual overtures, Mazzuchelli objected, repeatedly telling Anderson that she could return the clothes the following day, but Anderson refused.

30. And, once in Mazzuchelli's hotel room, Anderson took off the borrowed clothes in front of Mazzuchelli and sat on the hotel room bed in nothing but a bra and underwear, clearly expecting the two would have sex.

31. Fearing retaliation, and to avoid a conflict with her direct manager, Mazzuchelli excused herself to the bathroom, where she called her friend to come to her hotel room.

32. When Mazzuchelli returned from the bathroom, Anderson, still in only her bra and underwear, once again began to discuss sex, including that she intended to move forward with an extramarital affair.

33. Anderson then proceeded to touch her own breasts and asked Mazzuchelli whether she (Anderson) should get a "boob job."

34. Wishing to keep the peace, Mazzuchelli stated that cosmetic surgery wasn't necessary but that it was Anderson's choice.

35. Much to Mazzuchelli's relief, at that moment her friend arrived.

36. Anderson suddenly got dressed, changed the topic of conversation and left shortly thereafter.

37. Only a few days later, on October 3, 2022, while on a business flight to Los Angeles, California, Anderson once again detailed her inappropriate relationship with the Client.

38. Anderson described the Client stroking her leg while they were in his car and expressing that they should be together.

39. Mazzuchelli, clearly uncomfortable, merely listened and responded as little as possible.

40. In mid-March 2023, while in Australia for work, Anderson disclosed to Mazzuchelli that another female co-worker visited Anderson's hotel room after a late night of

karaoke, that they discussed their mutual desire to have sexual encounters outside of their respective marriages, but that Anderson was too tired “to proceed with anything sexual.”

41. Thereafter, Anderson began to make inappropriate sexual comments about her colleagues, including that:

- Robbie Ferguson (Co-Founder and President), who is “asexual,” is too “pent up” and so “jittery” and “can’t stand still” because he “needs to have more sex.”
- Alex Connolly (Co-Founder and Chief Technology Officer) is a “prude” and likely not “sexually happy” because he is in a “religious marriage,” but he might be “open to having sex and other relationships.”
- James Ferguson (Chief Executive Officer) is “more calm” and not as “pent up” because he is engaged and “gets to have more sex.”
- Gillian Findlay (Chief Operating Officer) is one of her (Anderson’s) “best friends,” “parties a lot,” is “very sexually active” and “shows up to work intoxicated.”

42. Then, Anderson turned her sexual focus on Mazzuchelli.

43. She began discussing her own bisexuality, desire to “date more women” and her disdain for anal sex.

44. For the rest of the conference in Australia, Mazzuchelli tried to maintain distance between herself and Anderson and maintain professional conversation.

45. Later that month, and much to Mazzuchelli’s relief, Anderson disclosed that she would be leaving Immutable in April 2023.

46. In late-March 2023, Mazzuchelli was introduced to her new manager Radha Amalraj (“Amalraj”), who was in the process of being onboarded by Anderson.

III. MAZZUCHELLI ANNOUNCES THAT SHE IS PREGNANT

47. On April 5, 2023, Mazzuchelli told Anderson, who was still her boss, that she was pregnant and that it was “high-risk pregnancy.”

48. Anderson immediately questioned whether Mazzuchelli could “do this job pregnant?”

49. Mazzuchelli responded that she was more than capable of being in her current role while simultaneously pregnant.

50. Anderson was unconvinced because, in her view, Mazzuchelli had a “global intense” job.

51. Undeterred, Mazzuchelli reiterated that she could do her job while pregnant.

52. Anderson nevertheless questioned whether Mazzuchelli was “motivated to be in this role.”

53. That same day, Anderson gave Mazzuchelli a false, negative performance review—the only negative feedback Mazzuchelli had received during her tenure.

54. Indeed, Mazzuchelli had received only positive feedback during her tenure, including, almost contemporaneously with Anderson’s negative review, another manager praising Mazzuchelli’s work on a critical project.

IV. MAZZUCHELLI PROTESTS DISCRIMINATION

55. On April 21, 2023, Mazzuchelli complained that she was the victim of discrimination.

56. She told Robert Knight (Global Human Resources Business Partner) about Anderson’s discriminatory comments regarding whether Mazzuchelli could perform her role while pregnant and her negative performance review.

57. Knight admitted that Anderson had behaved inappropriately before.

58. On April 26, 2023, Mazzuchelli's new boss, Amalraj, became concerned because executives had suddenly – and without basis – “raised concerns” about Mazzuchelli.

59. According to Amalraj, she no idea what the “concerns” could be, describing Mazzuchelli as a “high caliber talent” and who deserved “only positive feedback.”

V. DEFENDANTS UNLAWFULLY DISMISS MAZZUCHELLI

60. On May 1, 2022, less than a month after disclosing her pregnancy to Anderson, and only ten days after complaining about discrimination, Defendants fired Mazzuchelli.

61. Jason Suen (Chief Commercial Officer) and Katherine Rau (Chief People Officer) could not provide a substantive reason for the dismissal.

62. Rather, they stated that Mazzuchelli's employment was at-will and that her dismissal was the “best course of action.”

63. Rau also repeatedly referred to Mazzuchelli's pregnancy as her “situation,” and suggested that Defendants' offer of five months of COBRA as part of a severance package was generous in light of Mazzuchelli's “situation.”

64. Defendants' internal documents made clear that Defendants did not terminate Mazzuchelli for any lawful purpose. Mazzuchelli was not dismissed for “Unacceptable Performance” “Violation of Company Policy/Processes/Procedure” or “Excessive unexcused absences.” Indeed, Defendants conceded in writing that Mazzuchelli had not “received any written warning prior to termination.” Moreover, Mazzuchelli's dismissal was not the result of any “Layoff” such as a “reorganization, closing, or lack of work.”

FIRST CAUSE OF ACTION
(Discrimination in Violation of NYSHRL)
Against All Defendants

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

66. The NYSHRL makes it unlawful to discriminate against an employee on the basis of her gender and/or pregnancy.

67. By the conduct described above, Defendants discriminated against Plaintiff.

68. As a result of Defendants' conduct, Plaintiff has suffered economic and non-economic injury for which she is entitled to monetary and other damages in an amount to be determined at trial, together with an award of punitive damages in an amount to be determined at trial, and any and all other available relief including attorneys' fees and costs.

SECOND CAUSE OF ACTION
(Retaliation in Violation of NYSHRL)
Against All Defendants

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

70. The NYSHRL makes it unlawful to retaliate against an employee who has protested discrimination.

71. By the conduct described above, Defendants retaliated against Plaintiff.

72. As a result of Defendants' conduct, Plaintiff has suffered economic and non-economic injury for which she is entitled to monetary and other damages in an amount to be determined at trial, together with an award of punitive damages in an amount to be determined at trial, and any and all other available relief including attorneys' fees and costs.

PRAYER FOR RELIEF

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

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

B. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the applicable state and law;

C. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for all monetary and/or economic damages;

D. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for her mental anguish and emotional distress, emotional pain and suffering and any other physical and mental injuries;

E. An award of damages to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

F. An award of punitive damages;

G. An award of costs that Plaintiff has incurred in this action, as well as reasonable attorneys' fees 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: September 6, 2023
New York, New York

Respectfully submitted,

WIGDOR LLP

By: _____


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