

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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BRADLEY BRISTOL, :
 :
 Plaintiff, :
 :
 -v.- :
 :
 CONDE NAST ENTERTAINMENT LLC and :
 ADVANCE MAGAZINE PUBLISHERS INC. :
 d/b/a CONDE NAST :
 :
 Defendants. :
-----X

Index No.:

SUMMONS

Jury Trial Demanded

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the attached Complaint of Plaintiff
Bradley Bristol, dated November 10, 2023, a true and correct copy of which is served upon you
herewith. You must serve your Answer upon the undersigned attorneys either (1) within twenty
days after service of this Summons and Complaint, exclusive of the day you received it, if you
were personally served in the State of New York, or (2) within thirty days after service, exclusive
of the day you received it, if you were not served personally in the State of New York.

PLEASE TAKE NOTICE that, should you fail to serve your Answer or otherwise
respond within the time prescribed under applicable law, Plaintiff will take judgment against you
by default for the relief demanded in the Verified Complaint pursuant to CPLR 3215 of the New
York Civil Practice Law and Rules.

EISENBERG & BAUM, LLP

By: /s/ Reyna Lubin
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TO: CONDE NAST ENTERTAINMENT LLC
c/o Sabin, Bermant, & Gould LLP
Attn: Managing Partner
One World Trade Center
44th Floor
New York, New York 10007

ADVANCE MAGAZINE PUBLISHERS INC.
c/o Cogency Global Inc.
122 East 42nd Street
18th Floor
New York, New York 10168

sufficient control over Conde Nast Entertainment LLC's day-to-day operations, including policies relating discrimination and retaliation, such that it may be held liable for the allegations described herein.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Defendants pursuant to CPLR 301 and 302, because the Defendants are located in New York, reside in New York, are licensed to do business in New York, and are transacting business in New York.

6. Venue is properly located in Kings County pursuant to CPLR 503, as the county in which Plaintiff resides.

STATEMENT OF FACTS

7. In December 2022, Mr. Bristol applied for the role of Senior Finance Analyst with Defendants. He was hired and began working on or around January 5, 2023.

8. The team into which he was hired consisted of five people. Mr. Bristol and [REDACTED] were both Senior Finance Analysts, [REDACTED] and [REDACTED] were supervisors, and [REDACTED] was the head of the team. Mr. Bristol was the only Black person on this team.

9. Before Mr. Bristol was hired, Ms. [REDACTED] worked under Mr. [REDACTED]. During the hiring process, Mr. Bristol was told he would report directly to Ms. [REDACTED] when he began working. Instead, Ms. [REDACTED] began reporting directly to Ms. [REDACTED] leaving Mr. Bristol to report to Mr. [REDACTED].

10. From the time Mr. Bristol began working for Defendants, Mr. [REDACTED] was disrespectful and rude to him and repeatedly placed him in situations where he was unable to succeed.

11. When Mr. Bristol received his work laptop, the computer did not have the correct software installed. Mr. Bristol spent several days working with the IT department to get a computer with the software that would allow him to do his job.

12. Once Mr. Bristol did have a functional laptop, Mr. [REDACTED] refused to train him.

13. When Mr. Bristol would ask Mr. [REDACTED] a question, Mr. [REDACTED] would invariably direct him to Ms. [REDACTED] rather than assist Mr. Bristol himself.

14. On several occasions, Mr. Bristol asked Mr. [REDACTED] specific questions about how to complete tasks Mr. [REDACTED] had assigned him. Mr. [REDACTED] did not answer Mr. Bristol's questions, so Mr. Bristol completed the tasks to the best of his ability.

15. Mr. Morris would often contact Mr. Bristol in the evening, after Mr. Bristol had finished working for the day, and Mr. [REDACTED] would berate him, using profane language and telling him that he did things "all wrong" and needed to fix them immediately.

16. Mr. Bristol never observed Mr. [REDACTED] treat any white persons on his team in this manner.

17. Mr. Bristol was confused by this treatment and in February began telling his colleagues he believed Mr. [REDACTED] was mistreating him.

18. Mr. Bristol first spoke to Ms. [REDACTED] and Ms. [REDACTED] about Mr. [REDACTED] behavior.

19. Mr. Bristol also spoke to [REDACTED] a director of content finance about Mr. [REDACTED] behavior. The context of the conversation indicated that Mr. Bristol believed there was a racial component to his mistreatment, and Ms. [REDACTED] directed him to speak to [REDACTED] Executive Director of Decisions and Decision Support.

20. In March, Mr. Bristol called Mr. [REDACTED] and informed Mr. [REDACTED] that he was the only Black person on the team and the only person being treated so poorly.

21. Mr. [REDACTED] replied that he was not surprised to hear that Mr. [REDACTED] was mistreating Mr. Bristol.

22. On March 27, 2023, Mr. Bristol checked his calendar and saw everything had been cleared and a meeting with the Director People Business Partner, [REDACTED] had been scheduled. Mr. Bristol attended that meeting and was abruptly terminated.

23. Ms. [REDACTED] told Mr. Bristol he was being terminated for stealing two bowls of oatmeal from the grab-and-go cafeteria and a book from the Defendants' reception area.

24. Mr. Bristol informed Ms. [REDACTED] that he moved the book to read it, but the book was still in the office. Mr. Bristol also informed Ms. [REDACTED] that he has receipts for the bowls of oatmeal in question.

25. Ms. [REDACTED] responded that he shouldn't have taken the book off the table where it was located, and that the decision was final.

26. Later that day, Mr. Bristol asked [REDACTED] a People Coordinator, to send the reason for his termination in writing. Ms. [REDACTED] sent Mr. Bristol an email reflecting that he was fired for taking a book and failing to pay for two bowls of oatmeal.

27. Mr. Bristol was shocked and saddened by the firing and false accusations of theft.

28. Mr. Bristol worked out of Defendants' office on the 34th floor of the One World Trade Center. On that floor, there was one main reception area and multiple smaller gathering spaces throughout the floor. Various coffee table books and magazines could be found in each of these areas.

29. In early February, Mr. Bristol asked the receptionist in the main reception area if he was permitted to take one of the books, *Pulp Power*, home to read. The receptionist told him he could not do so.

30. On February 23, 2023, Mr. Bristol picked the book up and took it to the finance wing of the 34th floor—next door to the reception area where he picked it up—to read on his lunch break.

31. When Mr. Bristol finished reading the book, he returned it to one of the smaller gathering spaces with similar displays of coffee table books. Mr. Bristol never took the book home. The book never left the 34th floor. Nobody ever spoke to Mr. Bristol about moving the book or asked him to return it to the main reception area.

32. During his employment with Defendants, Mr. Bristol ate bowls of oatmeal from the grab-and-go cafeteria on the 35th floor. Mr. Bristol always paid for the oatmeal he ate. Mr. Bristol even provided receipts for the two bowls of oatmeal in question to Defendants.

33. Defendants have thus falsely accused a Black man of stealing and used this as a pretext to terminate him.

34. To add insult to injury, Defendants admitted that it surveilled Mr. Bristol while he was working and took the extraordinary step of reviewing videotapes to build a case against him.

35. Unaccountably, nobody spoke to Mr. Bristol about Defendants' outlandish allegations against him until he was terminated.

36. The stereotypically biased nature of the accusations against Mr. Bristol combined with his mistreatment by Mr. Morris strongly suggest that race played a role in the decision to terminate his employment.

37. Mr. Bristol was the only Black member of his team and the only one consistently treated disrespectfully and insufficiently trained on how to do the job.

38. As a result of his race, Mr. Bristol was treated less favorably than his non-Black colleagues, many of whom, upon information and belief, regularly took food from the cafeteria without paying for it.

39. In addition, the timing of the termination--coming just weeks after Mr. Bristol raised concerns of racial discrimination with an Executive Director at the Company- suggests that his termination was retaliatory.

40. Upon information and belief, Mr. Bristol's termination was based on racial discrimination and retaliation.

41. As a result of Defendants actions, Mr. Bristol has suffered severe psychological and emotional harm.

FIRST CAUSE OF ACTION
(Race Discrimination – Against All Defendants)

42. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth above as if set forth more fully and at length herein.

43. Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law §290 et seq., and Title 8 of the New York City Administrative Code, §8-107 prohibits race discrimination in employment. Defendants were Plaintiff's employers within the meaning of that law.

44. Plaintiff deserved to retain his employment free of race discrimination with Defendants and did not do anything to merit discharge or discipline. Nevertheless, Defendants denied Plaintiff the benefits of employment, including all favorable conditions and emoluments thereof, because of hostility to Plaintiff based on his race (African American) and without any non-

discriminatory basis thereof. Other employees who were not African American were not subject to the same acts of discrimination.

45. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.

46. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff suffered emotional distress and adverse employment consequences. Plaintiff was caused to suffer lost past and future wages, professional opportunities, other valuable benefits and emoluments of employment as well as to endure severe emotional pain and trauma, all to his detriment.

SECOND CAUSE OF ACTION
(Retaliation – Against All Defendants)

47. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth above as if set forth more fully and at length herein.

48. Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law § 290 *et seq.* and Title 8 of the New York City Administrative Code, §8-107 prohibit retaliation against an employee who seeks to assert rights under the Human Rights Law. Defendants were Plaintiff's employer within the meaning of this law.

49. Plaintiff complained to Defendants about his mistreatment based on race discrimination inflicted upon him. In response, Plaintiff was subjected to additional mistreatment, including termination, all with the knowledge and approval of Defendants for the purpose of punishing him for attempting to assert his rights.

50. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.

51. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff suffered adverse employment consequences. Plaintiff was caused to suffer lost past and future

wages, professional opportunities, other valuable benefits and emoluments of employment as well as to endure severe emotional pain and trauma, all to his detriment.

THIRD CAUSE OF ACTION
(Retaliation in Violation of New York's Whistleblower Labor Laws – Against All Defendants)

52. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth above as if set forth more fully and at length herein.

53. Defendants violated New York's Whistleblower Labor Laws, N.Y. Lab. Law § 740(2).

54. Plaintiff was an "employee" of Defendants, and Defendants were Plaintiff's "employer," as those terms are defined pursuant to N.Y. Lab. Law § 740 1(a) & (b).

55. Plaintiff disclosed to Defendants' supervisors of an activity, policy, or practice of Defendant that is in violation of law, rule, or regulation which violation created and presented a substantial and specific danger to the public health or safety. N.Y. Lab. Law § 740 2(a).

56. As a result of Defendants' violation of N.Y. Lab. Law § 740, Plaintiff suffered the harms and damages alleged above in this Complaint.

57. Defendants' unlawful acts have caused Plaintiff economic damages in the form of lost income, benefits, and consequential damages in an amount to be proved at trial.

58. Defendants' unlawful acts have caused Plaintiff noneconomic damages in the form of emotional distress, in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court grant the following relief against all Defendants:

59. Enter a declaratory judgment, stating that Defendants' practices, policies, and procedures subjected Plaintiff to racial discrimination and retaliation in violation of Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law §§ 290 et seq. and Title 8 of the New York City Administrative Code, §8-107.

60. Enjoin Defendants from implementing or enforcing any policy, procedure, or practice that denies employees of any race the full and equal enjoyment of Defendants' benefits, pay increases, promotional opportunities, and advancement within the company, and specifically enjoin them to take the following steps to prevent racial discrimination and retaliation in their workplace:

- i. to develop, implement, promulgate, and comply with a policy providing for the training of each and every employee in the civil rights of employees in the workplace, including but not limited to racial harassment, discrimination, and retaliation;
- ii. to develop, implement, promulgate, and comply with a policy providing for reporting and investigation of complaints regarding civil rights abuses, including but not limited to racial harassment, discrimination, and retaliation;
- iii. to develop, implement, promulgate, and comply with a policy providing for disciplinary measures to be imposed upon any person found responsible for civil rights abuses, including but not limited to racial harassment, discrimination, and retaliation.

61. On all Causes of Action, enter judgment against the named Defendants and an award of compensatory damages for back pay, front pay, past and future employment benefits,

damages for emotional distress, punitive and/or exemplary damages, attorneys' fees, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable, and proper.

Dated: New York, New York
November 10, 2023

EISENBERG & BAUM, LLP

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