

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

S. BLACK,	)	
	)	Index No. 24-3942
Plaintiff,	)	
	)	
v.	)	
	)	<b>COMPLAINT</b>
QWICK, INC., JILL ERICKSON,	)	
	)	
	)	
Defendants.	)	

Defendants openly mused that Plaintiff S. Black might not want to return to work after giving birth and that there would be no job for her to return to, and then proceeded to fire Ms. Black 12 days after she returned from maternity leave.

This is an egregious case of pregnancy discrimination that must be swiftly remedied.

Plaintiff S. Black (“Ms. Black”), by and through her undersigned counsel Josh Bernstein P.C., alleges as precedes and follows. In accordance with Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands a jury trial of this action.

**Nature of the Suit and Jurisdiction**

1. Plaintiff brings suit under the New York City Human Rights Law (“NYCHRL”), New York City Administrative Code § 8-101 et. seq., the Family and Medical Leave Act (“FMLA”), 29 USC § 2601 et. seq., the New York Labor Law (“NYLL”) § 190 et. seq., and the Equal Pay Act of 1963, 29 U.S.C. § 206 et. seq..
2. This Court possesses subject matter jurisdiction pursuant to 28 USC § 1331 and 28 USC § 1367 (supplemental jurisdiction).

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1-2).

**The Parties**

4. Plaintiff S. Black is an adult resident of the state of New York who worked out of Defendants' New York, NY office during the facts and circumstances underlying this suit. Ms. Black is an eligible employee under the FMLA who worked for Defendants for more than twelve months for more than 1,250 hours in the twelve months preceding her taking of leave.

5. Defendant Qwick, Inc. ("Qwick") is a hospitality staffing company headquartered in Scottsdale, AZ and operating nationwide, including New York, NY. Qwick is a covered employer under the FMLA who employed fifty or more employees for each working day during each of twenty or more workweeks in the current or preceding calendar year.

6. Defendant Jill Erickson ("Erickson") is an adult resident of \_\_\_\_\_, and Qwick's Chief Revenue Officer.

**Ms. Black Excels at Her Job**

7. Ms. Black began working for Qwick in July 2022 as Senior Director of Business Development based out of New York City, overseeing the East Coast market ("Regional Director").

8. From the outset of her tenure at Quick, Ms. Black was considered more competent than her (overwhelmingly male) regional counterparts, which esteem was explicitly verbalized to Ms. Black by her direct supervisor. Ms. Black was tasked with high-level functions beyond other Regional Directors, such as sitting in on nearly every interview for the Demand (sales) department, onboarding nearly all employees in the department for a substantial period of time, and rewriting the Demand Playbook – essentially the sales

training manual – to be used across all regions. As of a month into her employment with Qwick, Ms. Black trained the entire department on Best Practices, and was essentially treated as the Vice President of Sales, albeit without the commensurate compensation and title.

### **Erickson Makes a Derogatory Comment About Ms. Black’s Pregnancy**

9. In early February 2023, Ms. Black disclosed to her direct supervisor, Chief Revenue Officer Jill Erickson, that she was pregnant.

10. In early March, 2023, Erickson casually commented to Ms. Black: *“Who knows, maybe you won’t even want to come back to work after you have the baby”*. This comment shocked Ms. Black, who made clear in no uncertain terms that she intended to come back to work after her maternity leave.

11. During the same time period, Qwick went through a reduction in force. One of the Regional Directors was laid off and then rehired as a Business Development Manager (“BDM”) reporting to Ms. Black. About ten employees in Ms. Black’s department were laid off at this time, including a pregnant sales representative by the name of Rachel Love.

### **Misogynist Kyle Gale Becomes Ms. Black’s Direct Supervisor**

12. The same week of the above-referenced layoffs, Kyle Gale (“Gale”) joined the company as Vice President of Sales, reporting to Erickson, and becoming Ms. Black’s direct supervisor.

13. In mid-June 2023, Qwick went through another reduction in force, resulting in Erickson’s exit from the company. Going forward, Gale reported directly to President Retta Kekic.

14. Following this round of layoffs, Gale showed a much different side of his personality. He behaved crudely towards the sales team and in meetings, while establishing a “boys club” culture characterized by befriending male employees while acting combatively towards or ostracizing most of the female employees.

### **Numerous Female Employees Report Kyle Gale to HR**

15. Georgette Hamlett, one of Ms. Black’s direct reports, was made extremely uncomfortable by Gale’s obvious romantic interest in her, culminating in his asking her out. Ms. Hamlett did not know how to respond, and decided to ignore Gale’s overture. Subsequently, Gale was extremely abusive to Ms. Hamlett, badgering her to the point of tears numerous times, calling her a brat, and keeping her late in the office after all other employees had left. Ms. Hamlett reported this conduct to HR.

16. Courtney Gulseth was Gale’s counterpart in the Account Management department when Gale joined Qwick. Gale spoke disparagingly about Ms. Gulseth from the outset, claiming he could do her job with his eyes closed, asserting that she was in over her head, and acting as if Ms. Gulseth was utterly incompetent. Gale left Ms. Gulseth off meetings and electronic communications, and had an incredibly antagonistic relationship with her. When Ms. Black returned from maternity leave, Ms. Gulseth relayed that her relationship with Gale had deteriorated to the point where he refused to collaborate with her altogether. Ms. Gulseth reported this conduct to HR.

17. Sarah Rollison, the Nashville BDM, who reported to Ms. Black, was likewise abused by Gale. Ms. Rollison came to Ms. Black multiple times about how to handle Gale’s hostility towards her, and Ms. Black advised her to report Gale to HR directly. Ms. Black

also met with General Counsel/Head of HR Dana Barbeau (“GC Barbeau”) to discuss Ms. Rollison’s complaints about Gale.

18. Jenn Samos, the Tampa BDM, who reported to Ms. Black, resigned while Ms. Black was on maternity leave due to Gale’s treatment of her. Ms. Samos reported Gale to HR multiple times.

19. Ms. Black’s male reports - Josh Smith, Nick Hoben, and Michael Hearn –relayed that while they did not like Gale, he left them alone. Gale’s disparate treatment of female employees was open and notorious.

20. After the July 2023 Demand (sales) department conference – Demandapalooza – Gale lost the confidence of the department. There were an avalanche of complaints from members of the department about Gale’s conduct at the conference, which were ultimately relayed to HR and President Retta Kekic, but no action was taken.

**Gale Explicitly Foreshadows That Ms. Black Will Not Be Reinstated Following Her Maternity Leave**

21. On or about July 24, 2023, Ms. Black had a one-on-one meeting with Gale. *During the meeting, Gale told Ms. Black that there may not be a role for her to come back to after her maternity leave.* Ms. Black was shocked by Gale’s pronouncement, particularly as she was nine months pregnant and about to commence leave. Ms. Black asked Gale if there was something going on that she was not aware of, which Gale denied. Ms. Black then asked why there wouldn’t be a job for Ms. Black upon her return from maternity leave, and Gale backtracked and claimed there would be.

22. On or about July 27, 2023, Ms. Black reported Gale’s comment re: there being no role for Ms. Black to come back to following maternity leave to GC Barbeau, who assured Ms. Black that she would be reinstated. On or about August 2, Ms. Black had a

conversation with President Retta Kekic, who brought up Gale's comment about Ms. Black not having a job to come back to, and assured Ms. Black she would still have her job at Qwick when she returned from maternity leave.

23. During Ms. Black's maternity leave, the company reorganized. Jaime Baxter, the founder and CEO, was replaced by two new Co-CEOs; the marketing team was dismantled and multiple employees were laid off, including a woman by the name of "Maggie" who was set to go on maternity leave three days prior to being terminated. Jill Erickson was rehired as Chief Revenue Officer.

#### **Gale Informs Subordinates That There is No Role for Ms. Black to Return to**

24. In late November 2023, Nick Hoben, one of the sales representatives on Ms. Black's team, reached out to Ms. Black to confirm that she was coming back from maternity leave. During this conversation, Mr. Hoben relayed that Gale stated multiple times that: *"there wasn't really anything for Stacie to do since he was managing the sales team now"*. Mr. Hoben was concerned that Ms. Black would not be returning to Qwick, and she assured him that she was.

#### **Ms. Black is Iced-Out Upon Her Return to Work**

25. Ms. Black returned to work on December 4, 2023. Gale did not schedule any time to meet with Ms. Black and bring her up to date. Ms. Black saw Gale for the first time subsequent to returning from maternity leave on a weekly Zoom sales call. Gale did not welcome Ms. Black back, or acknowledge her at all until she said hello to everyone. Gale then replied: *"Let's address the elephant in the room – Stacie's back."*

26. A full week later, Gale had still not added Ms. Black to his one-on-one meetings with Ms. Black's team, as he told her he would. When Ms. Black brought the issue up on or

about December 11, 2023, Gale's response was: "let's just see what happens this week". Ms. Black asked Gale what he meant, and he vaguely replied that he had a new strategy that he was going to roll out, and it could wait until after that.

27. On or about December 14, 2023, Ms. Black had a strange meeting with Erickson over Zoom. During the call, Ms. Erickson explained she was looking into what was working and not working at the company, soliciting information from employees. Ms. Erickson explained that she had a lot of information already, and did not expect Ms. Black to have any information to relay because she had been on leave the past four months. Ms. Erickson ended the call by telling Ms. Black: "*Have fun with your baby!*"

#### **Ms. Black is Fired and Refused Consideration for an Open Position**

28. On December 19, 2023, Ms. Black was terminated. It is Ms. Black's understanding that it is Erickson who decided to terminate her.

29. Ms. Black was aware that Qwick planned to have a sales representative in New York City, which position was vacant, and knew that one of her counterpart Regional Directors had been laid off and then rehired into a sales representative position. Indeed, Qwick had a longstanding pattern of rehiring terminated employees into different roles during Ms. Black's tenure.

30. Accordingly, upon learning that she would be terminated, Ms. Black asked if it was possible for her to stay with the company as the NYC sales representative. GC Barbeau nervously stated: "of course you'd be eligible for rehire, Stacie". Ms. Black was not, in fact, considered for this open position, or a number of other sales positions Defendants were looking to fill that Ms. Black was interested in.

## Equal Pay Violations

31. When Ms. Black was interviewing with Qwick, she was told that positions at her level were not eligible for commission. This was contrary to Ms. Black's 15+ years of experience in the industry, but Ms. Black took Qwick's representation at face value.

32. In June 2023, Ms. Black received a message from Dustin Jones asking her to confirm that all Regional Directors received a 1% commission on their team's sales. Ms. Black replied that she did not receive any commission, and understood that no roles except BDMs were commissioned.

33. In July 2023, Blase Viti, Director of Partnerships, resigned from Qwick. Ms. Black learned from Mr. Viti that he had been making more money than Ms. Black for her first six months at Qwick, despite his having ten years less experience, living in a less expensive market, and having significantly less responsibility than Ms. Black. Within a few weeks, Ms. Black learned that three male Regional Directors - Josh Smith, Danny Johnson, and Rick Nickel - had been earning commissions, contrary to the representations Qwick made to Ms. Black concerning the eligibility of her position for commissions.

34. In August 2023 Ms. Black had a conversation with GC Barbeau and Gale where, among other issues, Ms. Black brought up the pay disparities she had discovered.

35. A few days later, Ms. Black received a series of messages from Jaymi Harper, claiming that no commissions were paid to Danny Johnson or any other Regional Directors. Except that Dustin Jones calculates commissions for the entire Demand Department and issues to the Finance Department the commission reports for payment. In



any event, Ms. Harper's messages made clear that Blaze Viti and Danny Johnson were indeed paid more than Ms. Black upon hire.

**First Cause of Action:**  
**Interference/Retaliation Under the Family and Medical Leave Act**

36. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

37. The aforesaid actions of Defendants constitute interference/retaliation in connection with Plaintiff's rights under the Family and Medical Leave Act ("FMLA"), 29 USC § 2601 et. seq., by terminating Plaintiff for taking FMLA leave.

38. As a result of Defendants' violation of the FMLA, Plaintiff has suffered and continues to suffer economic losses, monetary damages, pecuniary damages, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and, because Defendants' actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

39. As a result of Defendant's violation of the FMLA, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Second Cause of Action:**  
**Discrimination/Retaliation Under the New York Labor Law**

40. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

41. The aforesaid actions of the Defendants constitute discrimination/retaliation under the New York Labor Law ("NYLL") § 215 et. seq., by discharging, threatening, penalizing,

or in any other manner discriminating or retaliating against Plaintiff for using any legally protected absence pursuant to federal, local, or state law.

42. As a result of Defendants' violation of the New York Labor Law, Plaintiff has suffered and continues to suffer economic losses, mental anguish, pecuniary damages, pain and suffering, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and, because Defendant's actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

43. As a result of Defendants' violation of the New York Labor Law, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Third Cause of Action:**  
**Hostile Work Environment Harassment**  
**Under the New York City Human Rights Law**

44. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

45. The aforesaid actions of the Defendants constitute unlawful discrimination in violation of the New York City Human Rights Law, New York City Administrative Code § 8-101 et. seq., by creating a hostile work environment on the basis of gender, pregnancy, and/or caregiver status.

46. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has suffered and continues to suffer economic losses, mental anguish, pecuniary damages, pain and suffering, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and,

because Defendants' actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

47. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Fourth Cause of Action:**  
**Discrimination (Wrongful Termination)**  
**Under the New York City Human Rights Law**

48. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

49. The aforesaid actions of the Defendants constitute unlawful discrimination in violation of the New York City Human Rights Law, New York City Administrative Code § 8-101 et. seq., by terminating Plaintiff on the basis of gender, pregnancy, and/or caregiver status.

50. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has suffered and continues to suffer economic losses, mental anguish, pecuniary damages, pain and suffering, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and, because Defendants' actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

51. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Fifth Cause of Action:**  
**Discrimination (Failure to Hire)**  
**Under the New York City Human Rights Law**

52. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

53. The aforesaid actions of the Defendants constitute unlawful discrimination in violation of the New York City Human Rights Law, New York City Administrative Code § 8-101 et. seq., by failing to hire Plaintiff on the basis of gender, pregnancy, and/or caregiver status.

54. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has suffered and continues to suffer economic losses, mental anguish, pecuniary damages, pain and suffering, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and, because Defendants' actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

55. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Sixth Cause of Action:**  
**Retaliation Under the New York City Human Rights Law**

56. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

57. The aforesaid actions of the Defendants constitute unlawful retaliation in violation of the New York City Human Rights Law, New York City Administrative Code § 8-101 et. seq.

58. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has suffered and continues to suffer economic losses, mental anguish, pecuniary damages, pain and suffering, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and, because Defendants' actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

59. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Seventh Cause of Action:**  
**Gender Discrimination (Equal Pay) Violations**  
**Under the New York City Human Rights Law**

60. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

61. The aforesaid actions of the Defendants constitute gender discrimination in violation of the New York City Human Rights Law, New York City Administrative Code § 8-101 et. seq.

62. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has suffered and continues to suffer economic losses, mental anguish, pecuniary damages, pain and suffering, and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, liquidated damages, civil penalties, interest, costs and, because Defendants' actions amounted to willful or wanton negligence, recklessness, or involved a conscious or reckless disregard for the rights of others, punitive damages.

63. As a result of Defendants' violation of the New York City Human Rights Law, Plaintiff has been damaged in a sum that exceeds \$75,000.

**Eighth Cause of Action:**  
**Equal Pay Act Violations**

64. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

65. The aforesaid actions of the Defendants constitute a violation of the Equal Pay Act of 1963, 29 U.S.C. § 206 et. seq.

66. As a result of Defendants' violation of the Equal Pay Act, Plaintiff has suffered and continues to suffer economic losses and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, costs, interest and, because Defendants' actions were willful, liquidated damages.

67. As a result of Defendants' violation of the Equal Pay Act Plaintiff has been damaged in a sum that exceeds \$75,000.

**Ninth Cause of Action:**  
**Equal Pay Violations Under the New York Achieve Pay Equity Act**

68. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

69. The aforesaid actions of the Defendants constitute a violation of the New York Labor Law § 194, et. seq.

70. As a result of Defendant's violation of the New York Labor Law, Plaintiff has suffered and continues to suffer economic losses and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, costs, interest, and liquidated damages.

71. As a result of Defendants' violation of the New York Labor Law Plaintiff has been damaged in a sum that exceeds \$75,000.

**Tenth Cause of Action:**  
**Retaliation Under the Equal Pay Act**

72. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

73. The aforesaid actions of the Defendants constitute retaliation for opposing Equal Pay Act violations under 29 U.S.C. § 215, et. seq.

74. As a result of Defendants' violation of the Equal Pay Act, Plaintiff has suffered and continues to suffer economic losses and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, costs, interest, and liquidated damages.

75. As a result of Defendants' violation of the Equal Pay Act Plaintiff has been damaged in a sum that exceeds \$75,000.

**Eleventh Cause of Action:**  
**Retaliation Under the New York Achieve Pay Equity Act**

76. Plaintiff repeats and realleges the allegations contained in paragraphs 1-35 inclusive as if they were fully set forth herein.

77. The aforesaid actions of the Defendants constitute a violation of the New York Labor Law § 215, et. seq.

78. As a result of Defendants' violation of the New York Labor Law, Plaintiff has suffered and continues to suffer economic losses and other damages. Plaintiff is also entitled to and demands an award of attorney's fees, costs, interest, and liquidated damages.

79. As a result of Defendants' violation of the New York Labor Law Plaintiff has been damaged in a sum that exceeds \$75,000.

