EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE

ANISHA MEHTA,	:	
	:	EEOC Charge No.: 520-2023-02897
Claimant,	:	
	:	**CHARGE OF DISCRIMINATION**
v.	:	
	:	
DLA PIPER LLP, and GINA DURHAM, individually and in her professional capacities,	:	
Respondents.	:	

Claimant Anisha Mehta ("Claimant"), brings this Charge of Discrimination against Respondents DLA Piper LLP (US) ("DLA Piper," "DLA" or the "Firm"), and Gina Durham ("Durham"), individually and in her professional capacities, collectively, "Respondents."

PRELIMINARY STATEMENT

1. On October 4, 2022, DLA Piper ruthlessly fired Claimant, a seventh year associate in its Intellectual Property & Technology group, who was 6 months pregnant with her first child.

2. Claimant was blind-sided. Just 6 days earlier, even though she was under no obligation to place DLA on formal notice of her pregnancy at the time, she submitted her formal request for maternity leave. As part of the submission, she estimated her leave would begin sometime in late January 2023.

3. At the time, DLA was experiencing downward pressure from clients on its billing rates, in addition to the fact that less billable work was coming through the Firm's door, and the last thing DLA wanted to do was pay a seventh year associate salary for 18-20 weeks when that lawyer would not be working. This was the real motive behind the termination. Aware that such a basis was unlawful, DLA pathetically attempted to say that Claimant's performance was the

reason. Notwithstanding DLA's false explanation for Claimant's sudden exit, as set forth below, there is little doubt about the actual motive to exit her.

4. First, between October 2021 and October 4, 2022, DLA had increased Claimant's base compensation not once, not twice, but three times. In fact, Claimant's performance was so exemplary that her base salary had been increased by 21% in the six months between October 2021 and March 2022. Second, DLA awarded Claimant a six-figure bonus amount for year-end 2021 that was 30% of her base salary. Third, the partners who supervised Claimant knew that at no time during her employment was she ever pulled aside to discuss her performance or told that she needed to improve. The opposite was the truth. These partners did nothing except tell Claimant about how well she was performing.

5. Despite this truth, and having no legitimate reason to terminate her, DLA told Claimant that she was being fired for purported poor performance.

6. This explanation is ridiculous.

7. As detailed *infra*, when Claimant's boss Gina Durham, a 20-year DLA Piper lawyer, partner and Deputy Practice Group Leader for the Intellectual Property & Technology group fired her, she knew that over the course of the last year, she had done nothing except praise Claimant's legal work and continue to assign her greater responsibility. In an effort to manufacture a basis for firing Claimant, Durham feigned her disappointment with Claimant, and when pressed for a real reason, Durham offered just two examples of minor mistakes. Such instances, which by any objective view amounted to nothing more than inconsequential tasks, including one that Claimant performed because the paralegal who normally performed the task was out of the office that day, are contrived excuses for the unlawful nature of DLA's conduct.

8. Caring only about its bottom line, DLA was unwilling to incur the costs of paying an experienced associate while on her maternity leave because the Firm would not reap the benefit of her billable hours. An insidious sentiment that has cursed child-bearing women for decades and necessitated federal, state and municipal laws to enforce such unfair and discriminatory treatment.

9. Despite countless marketing materials devoted to a work culture which claims to value women, even pregnant women, what happened to Claimant is a disgraceful illustration of a law firm that is desperate to be seen as a top tier player, but who continues to trample the rights of its employees because the bottom line is all that matters at DLA.

10. Currently, DLA markets that 21% of all partners are female, while conveniently omitting the most important fact about such data. Specifically, DLA fails to inform the public, and even lawyers at the Firm, what percentage out of the 21% are equity partners versus contract partners. Of course, if a majority were in fact equity partners, such data would be broadcast by DLA at every opportunity. The reality is that most women at DLA with the title of partner, are contract partners, which essentially means they are senior to associates, but nothing more.

11. Knowing that it was tossing out Claimant at 6-months pregnant when she was visibly showing and her chances of new employment for the foreseeable future nonexistent, DLA nonetheless did what it wanted to do, and thereby flouted all compliance with the very laws enacted to protect pregnant employees like Claimant.

12. Making its transgressions more damaging, DLA continues to force arbitration on its female employees.

13. Forced arbitration as a term of employment means that women at DLA Piper that experience gender discrimination, sexual harassment, pregnancy discrimination or discrimination

related to accommodations needed after a child is born, must hide their legal claims from the public.

14. Secret arbitration is the opposite of transparency. Forced arbitration does not empower female employees nor help them advance. It does the opposite. In its current online marketing, DLA falsely claims that, "Alignment around our goals critical to the development of a more inclusive firm culture. We believe that transparency is essential. We measure and report our progress toward fostering and sustaining a rich, diverse workplace."

15. Adding to this false sense of progress, DLA has a "Leadership Alliance for Women," and its current "leader," Cara Edwards says, "Having a voice, being a part of a community, and feeling a sense of belonging are essential to retention." Notably, the current co-chair of this group, Ms. Edwards, also is the New York office co-managing partner, who Claimant had personally told that she was pregnant.

16. Claimant certainly had no voice when Durham called her up and fired her without any warning or legitimate basis.

17. No one from the Alliance for Women was there to help Claimant, who is brown-skinned and of South Asian descent, when she was fired unlawfully at 6-months pregnant.

18. The alleged image of an "inclusive and supportive environment for all our people" that DLA works so hard to generate, is nothing but false promises. The reality is that all of the professed commitments to helping diverse employees exists at DLA Piper only if doing so does not negatively impact the profits earned.

19. Sadly, Claimant joins the line of female employees who have experienced discriminatory treatment while working at DLA. By this Charge, Claimant intends to hold DLA, and the individual Partners involved in her discriminatory treatment, responsible.

PARTIES

20. Claimant Anisha Mehta is a resident of New York, New York.

21. Respondent DLA Piper (US) is a limited liability partnership organized and existing under and by virtue of the laws of the State of Maryland with a principal place of business in Baltimore, Maryland. DLA Piper LLP (US) operates in cities throughout the United States, including New York, Chicago, and San Francisco.

22. Respondent Gina Durham is a resident of California and works in the DLA Piper Office located in San Francisco, California.

FACTUAL ALLEGATIONS

I. DLA Advertises That it Values Female Employees

23. Presently, as part of its marketing and promotional efforts, DLA Piper represents that it is a goal of the Firm to make "at least half of all future internal partner promotions … from underrepresented groups from now on."

24. The Firm claims that it is a "strategic priority" to have female partners represent thirty (30) percent of all partners by 2025. It states that currently that percentage is twenty-one (21) percent, but importantly, there is no clarification about the numbers of non-equity partners versus equity partners broken down by percentages.

25. The insincerity of DLA Piper's representations is overwhelming. Based on the abhorrent treatment of Claimant, there is no question that Firm leadership could care less about meaningful diversity and inclusion efforts, much less improving gender balance at senior levels.

26. Marketing to potential clients aside, the bottom line is the only thing that matters at DLA Piper and the facts of Claimant's situation confirm it. Worse, this case exemplifies the truth,

which is that DLA Piper is willing to violate fundamental employee rights in its quest to increase profits.

27. It simply is impossible to overstate how the Firm's conduct is a blatant example of pretext directed at a pregnant employee.

28. Compounding this is the fact that Claimant is brown-skinned and of Indian descent. Intentional efforts to silence female employees, including Claimant, through mandatory arbitration agreements is just one way that DLA continues to engage in false representations to future female associates about the true nature of DLA's firm culture.

29. Even in the wake of the Ending Forced Arbitration Act, the #MeToo movement and the public's realization that forcing female employees into arbitration is both tremendously harmful and contrary to all notions of justice, DLA Piper disgracefully continues the practice, including when it comes to pregnant female employees.

II. Claimant's Background

30. A graduate of Kent State University in 2012 and University of Illinois Chicago School of Law, formerly known as The John Marshall Law School, in 2015, Claimant's work as an associate began at Niro McAndrews, a boutique IP litigation firm started by two former partners of a prominent law firm in Chicago, Raymond Niro Jr. and Matthew McAndrews.

31. The partners stated she played an integral role in helping their biggest client win a $54 million jury award for Black & Decker for its DeWalt line of power tools – one of the largest trademark infringement jury verdicts in history.

32. Claimant moved to Ulmer & Berne LLP as a young associate and was employed there for about two years, where she had the chance to work on a broader set of trademark and

copyright matters, including prosecution and portfolio management, clearances, domain name disputes, and enforcement matters as well as continue gaining experience on IP litigation matters.

33. Finally, she was sought out by recruiters to join K&L Gates LLP where she spent over three and half years as a mid-level associate, in which she managed largescale trademark portfolios and provided counseling and enforcement strategies for global companies, including Amazon, a Fortune 10 technology company, B&G Foods, a Fortune 500 food and beverage company, Ortho Clinical Diagnostics, an international medical diagnostics company, and Abercrombie & Fitch, a Fortune 700 clothing retailer, among others.

34. A K&L Gates partner invited Claimant to join the February 2020 outside counsel's summit for trademark attorneys held by one of the firm's largest clients, Amazon Inc. Here, Claimant was one of the only associates in attendance amongst a sea of trademark partners from other firms that also work with Amazon. Gina Durham ("Durham") from DLA Piper was at the summit and it was here that she met Claimant.

III. DLA Piper Recruits and Hires Claimant

35. Claimant was looking for a firm that had more female, diverse leadership or at least plans to promote such women into leadership positions and provided transparency and support on the path to partnership. Because Claimant already had a handful of clients herself, she intentionally looked for a firm that would encourage and advance her desires and opportunities for business development.

36. In connection with talks with DLA Piper, Claimant clearly voiced the fact that these were the attributes she was looking for in an employer. Claimant said that she would only move as a senior associate to a place she intended to eventually become a partner and hopefully a future leader.

37. In response, the partners at DLA Piper she interviewed with made these exact representations and more. They touted their D&I efforts, mentoring programs, business development opportunities for senior associates, as well as tracking and supporting female associates to become successful partners at the firm.

38. Prior to her hire, DLA Piper specifically said that a path to partnership was definitely in the cards for Claimant.

39. In her interviews, Durham said that she remembered meeting Claimant from Amazon's 2020 outside counsel summit in Seattle and would love to have her join DLA Piper, as well as continue to work on Amazon matters if that was of interest to Claimant. Durham also represented to Claimant that working remotely or in any one of DLA's major offices would not be a problem if she joined the Firm.

40. Finally, Durham said that she currently had only a junior associate on her matters, which was not working particularly well. Durham said she would need to transition those matters to Claimant, a senior associate.

41. Hilary Remijas ("Remijas"), a 1994 law graduate, told Claimant that she is a senior level attorney, who works part-time and is a mother. She made the point of telling Claimant that the culture was supportive of her coming back as a part-time employee, which is just another way of saying that she is essentially "off" the partnership track and paid substantially less both in base salary and in bonus. One more female lawyer off the leadership track allows the male centric power at DLA to remain in control and perpetuate.

42. Chicago partner Keith Medansky ("Medansky") represented that the Firm is supportive of senior associates building their book of business and working up to partnership and that he would be happy to help Claimant in this process.

43. On September 6, 2021, DLA Piper extended an offer to Claimant to work as an associate in the Intellectual Property & Technology group ("IPT"), Trademark, Copyright & Media subgroup in the Firm's San Francisco Office. DLA Piper categorized her as a "Level 2" with a class year of 2015 and offered Claimant a base of $330,000.

44. Because Claimant was considering a competing firm's offer, DLA Piper paid an additional $54,600 signing bonus, and represented that she would receive a full 2021 year-end bonus based on meeting performance expectations. As per her offer letter, the Firm conveyed that she was expected to perform a minimum of 2,000 billable hours annually, which could include 100 hours of pro bono work, prorated for the remainder of 2021, and in addition, she was expected "to spend a significant number of hours on non-billable marketing, educational, and administrative activities."

45. She began work on October 18, 2021. Although she was licensed to practice in Illinois, Claimant reported to Durham, a partner and now the IPT deputy practice group leader, based in San Francisco.

46. Initially, Claimant performed the majority of her work for Durham, for example, she was assigned to 8-10 of Durham's trademark portfolios, asked to handle discussions with foreign counsel and oversee paralegals' and a junior associate's drafts of reporting emails to Durham's clients, and given a number of incoming trademark clearance search requests to review and draft opinions.

47. Claimant also handled several matters for another SF-based partner, Heather Dunn ("Dunn"), including some IP agreement work, advertising work and trademark clearance work. In the next few months, Claimant began performing work for Medansky, who was located in Chicago.

48. Having only started on October 18, 2021, Claimant managed to bill 275 hours (plus additional pro bono hours) in the month of December 2021. She also spent many non-billable marketing hours in her first few months helping Dunn with an RFP for a major prospective client. In December, she received the first installment ($52,500) of her year-end bonus of $105,500, which was split into two installments and her base compensation was raised $20,000 to $350,000.

49. The 2021 year-end bonus was provided based on her billable hours and meeting bonus-eligible expectations, which DLA describes as being based on a number of factors, including overall productivity and economic contributions, quality of work, client service and enhancement of client relationships, good Firm citizenship and compliance with Firm policies, enhancement of the reputation of the Firm (i.e. writing, speaking or community leadership), mentoring, and Firm committee service.

50. In January, she received her second installment of $52,500 and during this month, Claimant learned that her base compensation was increased another $20,000, to $370,000 and further, she would receive that retroactively. She also was notified that her transfer to the New York office was approved. Then, again in February 2022 (when the firm typically considers title promotions), Claimant's base compensation was increased by another $30,000 to $400,000 and she was promoted to the title of seventh year associate. Her billing rates increased accordingly as well.

51. Because Claimant was fired two weeks prior to her one-year work anniversary, she never received a formal review in 2022. Always looking to improve, by December 2021, she asked Durham for feedback on her performance. Further, it was Claimant, not Durham, who asked to have monthly check-in calls with Durham, including to talk about her career growth. Durham

responded that they could meet, but monthly calls were not necessary, and they could do so on an *ad hoc* basis.

52. Regardless, at the time, Durham told Claimant that she was doing:

"exactly what [Durham] needed [Mehta] to be doing."

53. On or around March 9, 2022, Claimant initiated a check-in call with Durham to discuss (1) substantive matters, such as several ongoing publicly-filed enforcement matters, including Claimant's strategy regarding settlement negotiations for a client, [redacted] (Durham agreed with Claimant's approach) and Claimant's strategy in an opposition proceeding on behalf of another client, [redacted], against a trademark application for [redacted] filed by a third party (Durham also agreed with Claimant's approach), and (2) Claimant's career progression at the firm, including any recommendations of additional people Claimant could reach out to in order to strengthen her relationships.

54. During the check-in call, Claimant also discussed representing DLA Piper's trademark prosecution and portfolio management practice on the east coast because most of the east coast trademark practitioners are litigators, and growing the team there eventually, which was something Dunn had encouraged and expressed to Claimant when Claimant first spoke about being based out of New York.

55. Again, Durham appreciated Claimant's initiative to be a leader and team player. Durham provided names of higher up individuals for Claimant to meet, including Rich Hans, the then-Office Managing Partner, Ann Ford, a member of the US Management Team and DLA's Global Board as well as the former US Chair and Global Co-Chair of DLA's IPT practice, and Sangeetha Punniyamoorthy, a Canadian trademark partner on the east coast of Indian descent, among others.

56. Durham also encouraged Claimant to meet clients, prospective clients, vendors and colleagues of DLA at the INTA conference in May 2022 and stressed that Claimant attend the DLA attorneys conference ("Americas Conference") in June 2022. Durham would not have suggested such introductions if she truly believed Claimant was anything but an excellent addition to her team.

57. In or around March 2022, Durham encouraged Medansky and other partners to assign more work to Claimant.

58. By the summer, Claimant already performed work for several partners and of counsel lawyers who reported to Durham as the chair of the national IPT practice group as well as those outside the IPT practice group seeking advice from Durham and her team, such as Blake Jackson, Curtis Mo, and Susan Acquista. In fact, as compared to the associates in the group, Claimant performed work for at least twice as many partners and of counsel lawyers. For a lawyer purportedly underperforming, this suggests the opposite. Indeed, Claimant was sought out by numerous other partners and senior attorneys at the firm because others she had performed work for, recommended her.

59. In fact, several non-IP attorneys across the firm regularly reached out to Claimant, calling her their "go-to help with IP searches" and diligence matters. Despite her short tenure, other associates remarked to Claimant about her increased visibility and noticed that she was sought out by more partners than the other associates at her level. Even Dunn had less exposure with lawyers outside of San Francisco and did not know as many of the other partners and of counsel that Claimant interacted with through her work.

60. Again, throughout her employment Durham consistently added Claimant to incoming projects and recommended to other partners that they use Claimant. Not only was

Claimant being asked to take on more work by other partners and told such things as, if you need more hours, please let me know, despite being there less than a year, Claimant's work earned her praise directly from clients.

61. For example, in December 2021, contacts from a client, [redacted] a subsidiary of Microsoft and a client that Durham wanted to impress, provided overwhelming positive responses to Claimant's successful handling of a matter as [redacted] counsel, [redacted] said this is "GREAT news. Well done, team DLA," and another team member said "Fantastic!" and another said "Excellent!" thanking DLA for the job well done.

62. In terms of number of trademark prosecution matters, by September 2022, Claimant had been staffed on twenty-plus clients with mid-to-large trademark portfolios, resulting in over 5,500 global trademark portfolio matters under Claimant's management. This number does not include the hundreds of global enforcement matters under various clients for which Claimant performed work.

63. In addition, Claimant performed clearance work, IP due diligence work, IP licensing and agreement work, handled proceedings in front of the Trademark Trial and Appeal Board (TTAB), and other counseling for clients, all of which approximated at least another fifty-plus additional clients and hundreds of additional matters that she handled during her year at the Firm.

IV. Durham's Overwhelming Positive Feedback to Claimant

64. While performing substantial work for Durham, at no time during Claimant's tenure did Durham request to give Claimant a performance review or schedule a meeting about a performance issue.

65. To the contrary, Durham continuously messaged positive feedback to Claimant, all of which conveyed to Claimant that the work she was doing was more than satisfactory, and in fact high quality.

66. Durham, who had worked as a lawyer at DLA for 24 years, and the deputy head of the IPT group could have given Claimant a performance review at any time during her employment. She did not. Even when Claimant proactively requested check-in meetings with Durham, she could have taken the time to give feedback. Durham did not.

67. Instead, Durham regularly recommended to other partners that they use Claimant, and Durham assigned Claimant to work on some of her most important trademark matters, such as [redacted], and a new major portfolio [redacted] (assigned to Claimant just weeks before her termination), among others.

68. Durham's actions speak to anything but a belief that Claimant was underperforming. To the contrary, on too many occasions to list here, Durham's responses to Claimant's proposed strategies and recommendations on matters was that Claimant's proposals were correct and she should simply move forward with no additional input from Durham.

69. To be clear, countless recommendations, on a daily basis, by Claimant to Durham were met with replies of "sounds good, thanks" "looks good, thanks" and "thanks, good to go."

Not surprisingly, as late as the end of August, prior to Claimant's pregnancy claim filing, Durham continued to message "Looks great" with zero revisions to a clearance opinion for a company's new marketing campaign, "This looks good. Thanks," also with zero revisions regarding another clearance opinion for a different company's house brand name, both for clients brought in by other partners at the firm that were also pleased with the results, and "Sounds great. Thanks" with zero revisions to a draft email to the Director and Assistant GC of [redacted], where Claimant provided strategic counseling and guidance for the company's important logo mark. That Durham simply signed off on Claimant sending to client with little to no edits shows her level of confidence in Claimant's work. It is clear that Claimant was anything but a poor performer.

70. In her day-to-day practice, Claimant drafted Petitions to Cancel and Notices of Opposition to be filed with the TTAB, Answers and discovery requests for TTAB proceedings, emails to clients on filing strategies, infringement assessments, cease and desist letters, takedown notices, reporting emails and recommendations to clients on foreign prosecution, emails to local counsel in several foreign jurisdictions, watch notice emails and recommendations, among other tasks.

71. These are examples of tasks Claimant performed daily, and despite hundreds of examples of her work product that were overseen by Durham specifically, on less than 10 matters did Durham meaningfully alter or even revise the substance of Claimant's performed work, in the way that partners regularly do, much less say that Claimant was underperforming.

V. DLA Unlawfully Terminates Claimant

72. On October 4, 2022, Durham called Claimant and told her she was fired.

73. Shocked and in disbelief, Claimant managed to ask why.

74. Durham for the first time told Claimant that she allegedly believed Claimant was not performing at her level. Durham provided two supposed examples of why she believed this, specifically (1) an instance from March 2022 where the team was not prepared for a "kickoff call" for a new client and (2) a poorly written brief from July 2022, which Durham incorrectly assumed was Claimant's work product but was another associate's work product.

75. First, Durham conveniently failed to acknowledge that Claimant had never been asked to lead a kickoff call for one of Durham's clients at the Firm before this date and it was Durham who failed to provide any guidance ahead of time, including by telling Claimant what was expected.

76. Further, the call with the client went superbly, and Claimant developed a good working relationship with the in-house contacts there throughout 2022. This client happens to be one whose CEO directly messaged Claimant about her excellent work on multiple occasions.

77. Notably, Claimant led the intake and onboarding process and prepared Durham for and held kickoff calls for several of Durham's new clients and portfolios thereafter, including [redacted]., [redacted], [redacted]. Yet, the March call purportedly was a basis for her termination.

78. Second, Claimant was reasonably shocked during the termination call because before October 4, 2022, Durham had never spoken to her about any issues in her work performance. For the first time, as she was being fired, Claimant was told it was due to her poor performance surrounding an instance from July 2022. Specifically, in July, Durham assigned a brief to Carissa Bouwer, a lawyer senior to Claimant by three years. Notably, Bouwer had worked at DLA Piper for 10 years and for many of these years reported to Durham. As such, she knew exactly what was expected of her.

79. Nevertheless, in connection with the brief Bouwer failed to do the work she was asked to do by Durham.

80. On the day the brief was due, knowing that the work product was sub-par, Bouwer, in a panic, reached out to Claimant and a summer intern for "help."[1] Of course, both Claimant and the intern pitched in.

81. When Bouwer eventually sent her draft to Durham, she copied Claimant and the summer intern, but she conveniently left out the fact that the brief was Bouwer's work product and she wrote the majority of the brief, not Claimant. When Durham responded back with a substantial number of edits, clearly not happy with the work product, Claimant was not going to undermine Bouwer by sending Durham a separate email to clarify that the poor performance was attributable to Bouwer, not Claimant.

82. Claimant was the new associate on the team, and junior to Bouwer. Claimant did not do so even after receiving Durham's edits and seeing that Durham made hardly any edits to the short sections written by Claimant. Indeed, when a final section needed to be briefed on standing, Claimant took responsibility for that section, wrote it and sent to Durham. Durham made no edits to that section. It is clear that the only example of under level work and poor performance that this situation shows is that a more senior lawyer took advantage of a new, junior lawyer to pawn off her inability to complete her own work in a satisfactory manner.

83. Importantly, Durham did not contact Claimant once after the July 2022 brief was filed to discuss any issues with her performance related to this matter, and in fact, only assigned Claimant with more projects for additional clients subsequent to July 2022.

[1] Of course, DLA Piper has the email in which Bouwer wrote to Claimant and a summer associate, [redacted], for last minute help on her existing version of a "rough" draft, as described by Bouwer.

84. It is obvious that the sole instance of alleged poor performance by Claimant, according to Durham, involved the subpar performance of Bouwer. Incredibly, even though this was the situation, Durham refused to allow Claimant to clarify what had happened during the October 4 termination call. Further, as Durham knew, both Bouwer and Claimant continued to assist with matters related to the client for which the July brief had been drafted. Had the extensive edits to the brief truly been a concern to Durham, she would have removed Bouwer or Claimant from matters for this client. Instead, Durham assigned them to work on more projects for this client. Clearly, this was not even an issue that warranted removal of either associate from being staffed on this client, let alone a legitimate basis for terminating Claimant.

85. When Claimant tried to explain on the call that the brief was "not predominantly [her] work product" Durham responded, "I am not going to debate this with you." Amber James, the HR personnel did not want to hear the truth about the brief writing from Claimant either.

86. Horrifically, not only did Durham never approach Claimant to discuss negative or constructive feedback throughout her employment, but she failed to conduct any due diligence regarding the instance of purported underperformance that DLA claimed was worthy of termination.

VI. DLA Fired Claimant Yet at All Times Medansky Considered Claimant an Excellent Performer

87. Throughout her employment, Medansky repeatedly praised Claimant's performance. Other associates chided Claimant that Medansky was trying to "steal" her from Durham. Medansky placed Claimant on top client matters, including [redacted] and [redacted]. Medansky told his paralegal Peggy McBride and docketing to add Claimant to all of Nicole Chaudhari's (Chaudhari) matters as a timekeeper.

88. Chaudhari was an of counsel attorney admitted to practice in 2005 who was previously handling the matters now handled by Claimant. From her first assignments for Medansky through her final week at DLA Piper, Medansky's comments were "terrific job," "awesome," "this was perfectly done," "excellent," "approved," and "very good."

89. In fact, in late August 2022, Medansky called Claimant and said he had a very high-profile, big research project and enforcement matter that he wanted Claimant to take on for [redacted]. Notably, Medansky said he wanted Claimant to handle because it was highly confidential and important to the client.

90. The client was given a budget which approved Claimant's hourly rate for at least 10-15 hours of work that week. Medansky said he wanted it by a Friday morning to give time to review. Claimant finished it early and within budget, giving Medansky extra time to review and ask follow up questions if needed.

91. Further, the response from of counsel Remijas who was also staffed on this enforcement matter to Claimant's draft was "this looks really good." Medansky had no substantive edits. The final product was sent to the client by Medansky copying Claimant and Remijas on August 30, 2022.

92. This is hardly day to day work of an under-performing associate.

93. Medansky trusted Claimant to handle strategy discussions and recommendations for next actions for infringement matters with Timothy Woolsey ("Woolsey") from [redacted] routinely and regularly with little to no oversight from Medansky or Remijas, i.e. without running drafts by Medansky.

94. Medansky regularly called Claimant to tell her that she did a good job on multiple occasions and to give her background on his biggest clients, specifically [redacted] and [redacted]

[redacted], for the express purpose of Claimant taking on more work for these clients.

95. In her last six months at the Firm, Medansky sent Claimant hundreds of new projects and matters to handle. Again, such examples demonstrate confidence and trust in Claimant's abilities.

96. Incredibly, on October 12, 2022, after Claimant was fired for her alleged poor performance, Medansky, Remijas and DLA's client, [redacted], the deputy general counsel of [redacted], attended a call, in which Claimant led portions of the discussion regarding clearance results and strategies for one of [redacted]'s urgent and global campaign launches.

97. The client was pleased with Claimant's details, analysis and strategies on the project, and Medansky conferenced in Claimant on a call with Remijas after the client call on October 12, 2022 to tell Claimant that she did a "good job." DLA Piper has access to the emails, Microsoft teams call history, and documents substantiating these events.

98. This was not the only project Medansky assigned to Claimant after she was notified of termination on October 4, 2022. Medansky and his team inundated Claimant with assignments daily over the next week, requesting her review and analysis on high profile issues for Medansky's important clients and relying on her input and recommendations.

99. Medansky and Remijas were in fact expecting multiple drafts and assignments from Claimant on the day that DLA Piper shut off Claimant's access to her Microsoft outlook email and locked access to her DLA Piper laptop, on October 13, 2022.

VII. DLA Piper Used Claimant When It Was Beneficial to Have A Minority Female Lawyer on the Team

100. DLA Piper had no qualms about trotting out Claimant when it worked to support the Firm's falsified D&I efforts. By way of example only, DLA Piper used Claimant in connection

with a meeting at the INTA Conference in May 2022 with a global client [redacted].

101. On or about May 3, 2022, Medansky made sure that Claimant was present in a meeting with himself, Woolsey and David Moorehead (all white males) because the client's important foreign counsel contacts were also present at the meeting.

102. Coincidentally, [redacted], the name partner of the [redacted] firm that [redacted] exclusively works with in India, and his associate [redacted] are of Indian descent, and brown-skinned. After the meeting, Medansky called Claimant and extended a last-minute invite to Claimant to attend the dinner with [redacted] and its foreign Indian counsel, praising her that she did a great job in the meeting, stating that she was "delightful," and insisting that she attend the dinner.

103. Of course, Claimant accepted the invitation and went to the client dinner on or about May 3, 2022. It was impossible for Claimant not to notice that the DLA Piper lawyers at the dinner all had light, white skin and in addition to being the sole associate in attendance, she was the only brown-skin attorney from DLA Piper at the dinner.

VIII. The Temporal Proximity Reeks of Pretext

104. Unquestionably, Claimant was on an upward trajectory at DLA Piper. She was being sought out by partners to work on new matters, had to turn down offers to work on things outside of work for Durham and the IP group, and received consistent praise.

105. Against this backdrop, believing that she was doing the "right" thing, Claimant told Durham in early August that she was pregnant and due at the end of January 23, 2023. Incorrectly, Durham told Claimant to "notify HR."

106. Under the applicable law employees generally must request leave 30 days in advance when the need for leave is foreseeable, and when the need for leave is foreseeable less

than 30 days in advance or is unforeseeable, employees must provide notice "as soon as possible and practicable under the circumstances."

107. As such, Claimant had at least until mid-late December before she was obligated under the law to provide DLA Piper notice. Instead, like so many women before her, being conscientious, Claimant told Durham more than five (5) months before she needed to, with the misbelief that she would be providing her employer and co-workers a courtesy to help prepare for her anticipated maternity leave.

108. Rather than doing the right thing, Durham's response to Claimant was to "notify HR." This directive, a misstatement of Claimant's legal obligations, set in motion a chain of events that have devasted Claimant and exposed DLA Piper to substantial liability exposure.

109. Because she is a loyal employee, Claimant dutifully did what Durham told her to do, and "notified HR," once again, more than five (5) months before she needed to, alerting the Firm and the financial leadership that her status as pregnant likely would cause the Firm to incur the costs of the STD, as well as the cost of floating her duties and responsibilities among existing employees during leave or additionally, causing it to pay another employee on a temporary basis to cover Claimant's work.

110. She was also told to notify leadership in the New York office. Claimant informed Tamar Duvdevani ("Duvdevani"), the newly appointed IPT Practice Group Leader sitting in New York, and Cara Edwards ("Edwards"), the newly appointed New York Office Managing Partner and Co-Chair of DLA's Leadership Alliance for Women group, of her pregnancy status.

111. Of course, Claimant was not required to and never should have been asked by a single employee at the Firm, especially in August and September, whether she intended to take the full number of leave weeks "offered" by DLA Piper or anything else about the logistics of her

childbearing. She was asked such questions by Durham, Duvdevani, Dunn, Medansky, and Edwards.

112. In her discussion with Medansky, he assured Claimant that this is the only time folks will give a pass if it is needed and to communicate if things are rough during pregnancy; he also urged Claimant to tell Duvdevani given she was now "the boss" in her new title as IPT national practice group leader. Claimant followed this instruction and told Duvdevani shortly after she told Medansky.

113. Contrary to DLA's purported reasoning for termination, in September 2022, DLA's office of General Counsel, which listed Duvdevani as the IPT Practice Group Leader, signed off on Claimant's New York bar application that had been pending for several months, stating "Yes" to the question, "Applicant's duties were satisfactorily performed" during her employment at the firm. Additionally, DLA Claimant's employment as "October 2021 through the present."

114. On September 28, 2022 Claimant formally notified DLA of her pregnancy when she went online and submitted her STD application to Unum, again months in advance of when she was required to do so. On September 29, she received notice from Unum that DLA Piper was notified of her claim submission. Days later, on October 4, Claimant received her termination call from Durham. The temporal proximity between Claimant's notice and termination is shocking.

115. Noticeably, there are a number of things that Durham did not explain to Claimant when she fired her. First, Durham did not explain how or why in the 11.5 months that Claimant had been at the firm, she received not one raise, not two raises, but three raises in this short span, including with retroactive effect for "raise number two," yet Durham said she was not at level and an underperformer.

116. On top of the raises, she received a bonus of just over $100,000 bringing her 2022 annual earnings to $500,000. Further, Claimant was fully on track to meet her billable and billable-equivalent (i.e., pro bono, business development, etc.) hours by the end of December 2022. Durham never even attempted to explain how someone who received such pay increases and was working at pace, legitimately could be labeled as an associate so unproductive and devalued that she needed to be fired.

117. Durham also failed to explain to Claimant during the termination call how or why she had recommended Claimant to work for so many partners and of counsels at the Firm, and how it was that Claimant had performed excellent work for more than a dozen such senior lawyers yet not one of them ever spoke to Claimant about her purported subpar work.

118. Durham also failed to explain to Claimant during the termination call how or why Durham had never spoken to Claimant about her work performance the entire year, especially as her supervising attorney and overseer of her work, except of course, to tell Claimant that she had done a great job and messaged this repeatedly.

119. Either Durham knowingly passed along substantial work product by Claimant that she considered inferior without telling her other partners or the Firm's clients, or even once tried to speak to Claimant to help improve, and recommended that she receive three raises in less than a year, or the truth is that Claimant's work was as good as she was repeatedly told it was all along, by Durham and by a multitude of partners and of counsels.

120. Durham also failed to explain to Claimant during the termination call, how or why it was a viable option to fire Claimant when she was hired by Durham precisely because Durham was in desperate need of a more senior associate on her team to carry the workload that Claimant in fact carried.

121. Under no circumstances could Durham explain away the overwhelming positive feedback Claimant received throughout her tenure and the complete absence of negative feedback. Indeed, it is obvious that DLA was unwilling to pay Claimant's compensation during her 18-20 weeks of anticipated maternity leave, which was approximately between $173,000 and $192,000 based on her total compensation, not including any anticipated raise she would have received by leveling up to an eighth-year associate before taking maternity leave.

122. Although she was notified of the termination on October 4, partners such as Medansky continued to give Claimant assignments through her final exit date, anticipating she would be working on his matters going into 2023.

123. At the termination and during her final weeks, Durham also failed to raise any issues to Claimant about her pending bar admission to New York State, even though she knew this was vitally important to Claimant's professional success. Notably, as of September 29, 2022, the Firm had submitted paperwork to the NYS bar admission committee recommending Claimant for admission. Understandably, now that she is terminated into a shrinking legal market and having just moved with her family to NYC in February 2022, obtaining admission to the NYS bar is critical.

IX. Conclusion

124. In addition to the associated stress from a termination, especially while pregnant and so soon after starting a new job, Claimant's pregnancy is visibly present and if she is fortunate enough to obtain interviews, such a fact will be obvious to anyone she meets with.

125. The likelihood of a potential employer extending an offer of employment is negligible. This guarantees she will be out of work through her delivery and the months subsequent to delivery.

126. In addition, her admission to the NYS bar remains pending which compounds the difficulty of securing new employment. Claimant went from what should have been one of the happiest times of her life, pregnant and working at a job she loved, with healthcare, to being unemployable and plagued by unnecessary stress during her final trimester.

127. Claimant did nothing wrong, and it is appalling that DLA knowingly opted to target her. The emotional, physical, and financial damage to Claimant is obvious. Pursuant to the applicable laws, Claimant will seek all available remedies and relief against Respondents.

Dated: December 14, 2022
New York, New York

Respectfully Submitted,

WIGDOR LLP

By: 
Jeanne M. Christensen

85 Fifth Avenue
New York, NY 10003
Telephone: (212) 257-6800
Facsimile: (212) 257-6845
jchristensen@wigdorlaw.com

Counsel for Complainant