

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

-----X	:	
THEADORA DRAKAS,	:	
	:	
Plaintiff,	:	Civil Case No.:
	:	
v.	:	
	:	<u>COMPLAINT</u>
THE LEVY GROUP, INC.,	:	
	:	
Defendant.	:	<u>Jury Trial Demanded</u>
	:	
-----X		

Plaintiff Theadora Drakas (“Ms. Drakas” or “Plaintiff”), by and through her counsel, Wigdor LLP, as and for her Complaint against The Levy Group, Inc. (“TLG” or the “Company”), hereby alleges as follows:

PRELIMINARY STATEMENT

1. TLG publicly prides itself on being a family-run company. Indeed, the Company boasts that since 1946 there has been a Levy at the helm of TLG.¹
2. Since its inception, TLG has grown to be one of the largest manufacturers and distributors of fashion outerwear and apparel. The Company boasts both partnerships with iconic brands like BCBG and Nautica, as well as four wholly owned proprietary brands such as the Dawn Levy Brand. The Company’s retail partners are equally as impressive and include Macy’s, Nordstrom, Bloomingdales, Neiman Marcus, Saks Fifth Avenue, Lord & Taylor and Victoria’s Secret.
3. Despite the use of family values to market the Company, behind closed doors, TLG executives—all of whom bear the namesake Levy—do not support their employees expanding their own families. In fact, they openly root against it.

¹ See <https://www.linkedin.com/company/the-levy-group/about/>

4. In August 2024, Ms. Drakas, the Company's Vice President of Sales and Merchandising for the Dawn Levy Brand, learned she was pregnant. After fighting a bout of stage 3C Melanoma, which pushed her plans to expand her family and several failed egg preservation procedures, Ms. Drakas was elated to learn she was pregnant. What should have been a happy time for Ms. Drakas, however, was quickly marred.

5. Immediately after Ms. Drakas announced her pregnancy, there was a dramatic shift in the way her direct supervisor, Louis Levy (President), and TLG executives Donald Levy (Chief Executive Officer) and Dawn Levy (Creative Director), with whom Ms. Drakas had grown close to over the years, treated her. Indeed, almost immediately after Ms. Drakas announced her pregnancy, however, the Levy's became cold and distant toward her.

6. Moreover, within months of learning she was pregnant, Ms. Drakas's desk in the New York City office was taken away and she was told to work completely remotely to "spend more time with her family," and her salary was reduced.

7. Then, on January 14, 2025, Ms. Drakas requested a meeting with Human Resources ("HR") to discuss her maternity leave benefits. During that conversation, Ms. Drakas protested the disparate treatment she was being subjected to by Dawn and Louis Levy since announcing her pregnancy. HR assured Ms. Drakas that she (Ms. Drakas) had "nothing to worry about."

8. The very next day, however, Louis Levy and HR unceremoniously terminated Ms. Drakas's employment.

9. The Company's actions violated the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* ("FMLA"); the New York State Human Rights Law, N.Y. Exec. Law §§ 290 *et seq.*

(“State Human Rights Law”); and the New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101 *et seq.* (“City Human Rights Law”).

JURISDICTION AND VENUE

10. Pursuant to 28 U.S.C. §§ 1331 and 1343, this Court has subject matter jurisdiction over this action because it involves federal questions regarding the deprivation of Plaintiff’s rights under the FMLA.

11. This Court also 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.

12. This Court has supplemental jurisdiction over Plaintiff’s related claims arising under state laws pursuant to 28 U.S.C. § 1367(a).

13. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this Court because a substantial part of the events or omissions giving rise to this action including the unlawful employment practices alleged herein occurred in this District and the Company’s principal place of business is in this District.

ADMINISTRATIVE PROCEDURES

14. Contemporaneous with the filing of this Complaint, Ms. Drakas 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, Ms. Drakas will seek to amend this action to add Title VII claims.

15. Pursuant to NYCHRL § 8-502, Plaintiff will serve a copy of this Complaint upon the New York City Commission on Human Rights and the New York City Law Department, Office

of the Corporation Counsel, within ten days of its filing, thereby satisfying the notice requirements of this action.

16. All other prerequisites to the filing of this lawsuit have been met.

PARTIES

17. Plaintiff Theadora Drakas is domiciled in Cedar Grove, New Jersey. At all relevant times, Ms. Drakas met the definition of an “employee” under applicable law.

18. Defendant The Levy Group, Inc. is a fashion apparel and licensing company incorporated in the state of New York with its principal place of business in New York County, New York. At all relevant times, The Levy Group, Inc. met the definition of an “employer” under applicable law.

FACTUAL ALLEGATIONS

I. Background

19. Ms. Drakas is a seasoned luxury fashion executive with a decades-long track record of growing the profitability of world-renowned luxury brands.

20. While simultaneously completing her Bachelor of Business Administration in Fashion Merchandising from the Laboratory Institute of Merchandising (“LIM”) from 2003 to 2007, Ms. Drakas also worked for the multi-brand luxury retailer, Neiman Marcus. During her tenure at Neiman Marcus, Ms. Drakas held several roles including Men’s Complex Coordinator (2003–2004), Public Relations Coordinator (2004–2005), Human Resources Coordinator (2005–2006) and Chanel RTW Assistant Sales Specialist (2006–2008). Post-graduation, Ms. Drakas’s responsibilities at Neiman Marcus increased and she was elevated to the role of Akris Mainline Sales Specialist & Business Manager, a position she held until 2010.

21. After nearly 7 years at Neiman Marcus, Ms. Drakas moved on to work for another luxury fashion juggernaut, Ralph Lauren. First, Ms. Drakas held the role of Retail Development & Brand Manager, Head of East Coast and Midwest Regions, Women's Luxury Collections. In that role, she managed all wholesale accounts in the United States East Coast and Midwest territories, handled the hiring and training of all sales staff, and surpassed financial expectations across the board.

22. After three years of success, Ms. Drakas earned more responsibility at Ralph Lauren when she was elevated to Sales & Retail Development Manager, North America, Head of Specialty Store Division and Leased/Concession, Women's Luxury Collections. In her new role, Ms. Drakas managed all aspects of business for Women's Collection and Black Label with 32 luxury stores and oversaw the most profitable division in US Women's Luxury Collections.

23. From Ralph Lauren, Ms. Drakas moved to the couture bridal fashion space when she was hired as Reem Acra's Director of Global Sales & Business Development, Sales, Planning and Merchandising for Domestic and International Business. Reem Acra operates a tremendously successful bridal design business, with both a national and international clientele and, while working there, Ms. Drakas was a significant aspect of the brand's management and success.

24. Thereafter, Ms. Drakas's years working as the Director of Sales, North America, at Carolina Herrera, a luxury fashion and beauty brand, were marked with success after success.

II. TLG Hires Ms. Drakas

25. After several successful years at Carolina Herrera, Ms. Drakas came across an opportunity to work for TLG, a company that designs, manufactures, imports, markets and distributes men's and women's apparel. Indeed, the Company is one of the largest apparel manufacturers in the United States and boasts both partnerships with iconic brands like BCBG and

Nautica, as well as four wholly owned proprietary brands. The role Ms. Drakas sought was the role of Vice President of Sales and Merchandising for one of TLG's proprietary brands, the Dawn Levy brand.

26. Given Ms. Drakas's wealth of experience in luxury fashion sales and distribution, she was more than qualified for the position. Accordingly, TLG offered Ms. Drakas the executive role, which she accepted.

27. In March 2021, Ms. Drakas started at TLG. She was an undoubted success and, after her first year, earned a \$25,000 merit-based salary increase and a commensurate increase in responsibilities. Indeed, over the course of her tenure, Ms. Drakas's responsibilities grew and she became an integral part of TLG.

28. She managed all aspects of Sales for the Dawn Levy brand, including wholesale, direct to consumer, ecommerce and marketplace channels. She also led the marketing strategy for the Dawn Levy brand, including digital marketing ad spend within meta/google, social media presence and influencer partnerships. Ms. Drakas's experience was so extensive and transferrable that she was consulted on numerous occasions by TLG's Chief Executive Officer, Donald Levy, and other executives for her expertise on other Levy Group brands.

III. Ms. Drakas Announces that She is Pregnant

29. As TLG was well aware, during the course of her employment Ms. Drakas underwent egg preservation procedures to have more children. Egg preservation is a procedure that involves collecting and freezing a woman's eggs so they can be used for fertility treatment in the future.

30. In 2022, Ms. Drakas was diagnosed with stage 3C Melanoma, for which she underwent numerous treatments while simultaneously continuing to work at TLG. While

undergoing cancer treatments Ms. Drakas also took on increased responsibilities including the sales and merchandising responsibilities for BCBG, one of TLG's most lucrative brands, at the request of Donald Levy.

31. Despite her hesitancy to take on more work at such a vulnerable time, true to form, Ms. Drakas took on the extra responsibilities. Dawn Levy, devoid of any empathy, told Ms. Drakas that the additional work would "keep [Ms. Drakas's] mind off cancer." Dawn Levy's statement could not have been further from the truth. Nevertheless, Ms. Drakas continued to perform successfully.

32. Once she was cleared to do so, Ms. Drakas started the egg preservation process in hopes of having children after being cancer-free for an extended period as recommended by her oncologist. At the time, she had one young daughter but desired to expand her family—Dawn Levy, the namesake and Creative Director for the Dawn Levy brand, knew this very well.

33. Egg preservation procedures, which Ms. Drakas underwent several times, are a grueling process. Nevertheless, despite her personal hardships, she continuously put her best foot forward at work for the success of the Company.

34. In or around May 2024, Ms. Drakas's final egg preservation procedure had failed. Remarkably, Dawn Levy was seemingly pleased that Ms. Drakas's dreams of expanding her family had not further come to fruition. Rather than offer sincere sympathy, Dawn Levy told Ms. Drakas to "just throw in the towel," and asked rhetorically, "what do you need another kid for?" Of course, these comments were devastating to Ms. Drakas—all she wanted was a sibling for her daughter.

35. Much to her delight, in August 2024, Ms. Drakas learned that she was pregnant. Like many women, due to the significantly higher risk of miscarriage during the first few months of pregnancy, Ms. Drakas waited until after her first trimester to announce her pregnancy.

36. Nevertheless, as time passed and Ms. Drakas's pregnancy progressed, numerous employees openly questioned whether she was pregnant, and she was forced to avoid the intrusive questions from her peers.

37. During this time, it became clear that TLG executives were aware of the rumors swirling regarding Ms. Drakas's pregnancy. In or around late-October 2024, Louis Levy reduced Ms. Drakas's salary, took away her desk in the New York City office and told her to work completely remotely from her home in New Jersey. Louis Levy told her that working remotely would allow her to "spend more time with her family."

38. Also, around this time, the Company hired a male Executive Vice President of Sales for Women's Outerwear. The male executive openly admitted that before joining TLG had no experience with luxury fashion brands.

39. In or around November 2024, Ms. Drakas formally announced her pregnancy to the Company's HR, Louis Levy, Donald Levy and Dawn Levy.

40. Ms. Drakas first told HR. During this meeting, HR congratulated and thanked Ms. Drakas for advising the Company well in advance of Ms. Drakas's May 2025 due date, and briefly overviewed the maternity leave policy for Ms. Drakas.

41. Upon hearing the news of Ms. Drakas's pregnancy, Louis Levy was outwardly shocked and briefly congratulated Ms. Drakas. Louis Levy further opined that he "didn't even know [Ms. Drakas] was trying [to get pregnant]," as if that was information he was entitled to.

42. Ms. Drakas told both Donald and Dawn Levy over videoconference as they spend the colder months of the year in Florida. Their response to the news of Ms. Drakas's pregnancy was less than jovial.

43. For her part, Dawn Levy asserted, "I thought you couldn't have kids anymore," due to her knowledge of Ms. Drakas's failed egg preservation procedures. Dawn Levy further questioned, "how old are you anyway?" Donald Levy, on the other hand, simply stated "congratulations," before turning the conversation to Company business.

44. Needless to say, Ms. Drakas did not think the news of her pregnancy was well received by the executives of TLG and the Dawn Levy brand.

45. In what should have been a happy time for Ms. Drakas, after she announced her pregnancy, the following months at the Company were marred with fear and anxiety. Indeed, after Ms. Drakas announced her pregnancy to Donald, Dawn and Louis Levy, there was a marked shift in their treatment of her.

46. All of them became cold toward her and spoke to her less frequently. For example, before November 2024, Dawn Levy would often call Ms. Drakas after hours to discuss business but also to check-in and have friendly conversation. These calls stopped after Ms. Drakas announced her pregnancy. Louis Levy, Ms. Drakas's direct supervisor, severely limited his communications with Ms. Drakas despite their previous frequent communications crucial to Ms. Drakas's ability to do her job.

47. During her tenure, Louis and Dawn Levy spoke to Ms. Drakas frequently and considered Ms. Drakas like family and referred to her as a "cousin." After Ms. Drakas announced her pregnancy, however, she was effectively "iced out."

IV. TLG Unlawfully Dismisses Ms. Drakas

48. On January 14, 2025, Ms. Drakas requested a meeting with HR to discuss her maternity leave benefits. During that conversation, Ms. Drakas protested the disparate treatment she was being subjected to by Dawn and Louis Levy since announcing her pregnancy. HR assured Ms. Drakas that she (Ms. Drakas) had “nothing to worry about.”

49. The very next day, however, Louis Levy, with HR present, terminated Ms. Drakas’s employment. The purported reason for Ms. Drakas’s termination was a company restructuring. But, upon information and belief, Ms. Drakas was the only employee in the Dawn Levy brand who was terminated as part of the “restructuring.”

50. Upon learning of her termination, Ms. Drakas immediately became concerned about the well-being of her family, health and, consequently, unborn child if she was to lose her job at five months pregnant.

51. Desperate for job security during a sensitive time, she asked Louis Levy whether there was another role at the Company she could transition to. Transparently referencing her May 2025 due date, Louis Levy responded, “not right now, but maybe we can get creative over the summer at a later date,” i.e., after Ms. Drakas gave birth.

52. When asked by Ms. Drakas if he meant he would explore her working at the Company only after he gave birth, all Louis Levy could muster was that “this is very hard to do.”

53. Ms. Drakas then turned to the HR personnel and asked, “didn’t I just express my concern to you yesterday?” referencing the protected complaint Ms. Drakas had just made the day prior. Neither the HR personnel nor Louis Levy could formulate a substantive response.

54. Ms. Drakas was left without a job or any real answers as to why, after years of dedicated service, she was dismissed.

FIRST CAUSE OF ACTION
(Interference in Violation of the FMLA)

55. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

56. By the actions described above, Defendant unlawfully interfered with Plaintiff's FMLA rights.

57. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues to suffer, monetary and/or economic harm for which she is entitled to an award of damages, in addition to reasonable attorneys' fees and costs.

58. Defendant's unlawful actions constitute reckless intentional, malicious, willful and wanton violations of the FMLA.

SECOND CAUSE OF ACTION
(Retaliation in Violation of the FMLA)

59. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

60. By the actions described above, Defendant retaliated against Plaintiff for seeking to exercise her FMLA rights.

61. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff has suffered, and continues to suffer, monetary and/or other economic harm for which she is entitled to an award of monetary damages, liquidated damages, reasonable attorneys' fees and expenses and other relief.

62. Defendant's unlawful actions constitute reckless intentional, malicious, willful and wanton violations of the FMLA.

THIRD CAUSE OF ACTION
(Discrimination in Violation of NYSHRL)

64. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

65. By the actions described above, among others, Defendant discriminated against Plaintiff on the basis of her sex and familial status in violation of NYSHRL.

66. As a direct and proximate result of Defendant's unlawful and discriminatory conduct in violation of NYSHRL, Plaintiff has suffered, and continues to suffer harm for which she is entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

67. As a direct and proximate result of Defendant's unlawful and discriminatory conduct in violation of NYSHRL, Plaintiff has suffered and continues to suffer, injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

68. Defendant's unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Plaintiff's protected rights under NYSHRL.

FOURTH CAUSE OF ACTION
(Retaliation in Violation of NYSHRL)

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

70. By the actions described above, among others, Defendant retaliated against Plaintiff for engaging in protected activity.

71. As a direct and proximate result of Defendant's unlawful and retaliatory conduct in violation of NYSHRL, Plaintiff has suffered, and continues to suffer harm for which she is entitled

to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

72. As a direct and proximate result of Defendant's unlawful and retaliatory conduct in violation of NYSHRL, Plaintiff has suffered, and continues to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

73. Defendant's unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Plaintiff's protected rights under NYSHRL.

FIFTH CAUSE OF ACTION
(Discrimination in Violation of NYCHRL)

74. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

75. By the actions described above, among others, Defendant discriminated against Plaintiff on the basis of her gender, sexual and reproductive health decisions, and caregiver status in violation of NYCHRL.

76. As a direct and proximate result of Defendant's unlawful and discriminatory conduct in violation of NYCHRL, Plaintiff has suffered, and continues to suffer harm for which she is entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

77. As a direct and proximate result of Defendant's unlawful and discriminatory conduct in violation of NYCHRL, Plaintiff has suffered, and continues to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

78. Defendant's unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Plaintiff's protected rights under NYCHRL.

SIXTH CAUSE OF ACTION
(Retaliation in Violation of NYCHRL)

79. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

80. By the actions described above, among others, Defendant retaliated against Plaintiff for engaging in protected activity and seeking a reasonable accommodation in violation of NYCHRL.

81. As a direct and proximate result of Defendant's unlawful and retaliatory conduct in violation of NYCHRL, Plaintiff has suffered, and continues to suffer harm for which she is entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

82. As a direct and proximate result of Defendant's unlawful and retaliatory conduct in violation of NYCHRL, Plaintiff has suffered, and continues to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

83. Defendant's unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Plaintiff's protected rights under NYCHRL.

PRAYER FOR RELIEF

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

A. A declaratory judgment that the actions of Defendant complained of herein violate the laws of the United States and the applicable state and city laws;

B. An injunction and order permanently restraining Defendant and its partners, officers, owners, agents, successors, employees, representatives or persons acting in concert with them from engaging in such unlawful conduct;

C. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages, including but not limited to past and future lost earnings;

D. An award of damages against Defendant, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including but not limited to emotional pain and suffering and emotional distress;

E. An award of damages against Defendant, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to her professional and personal reputations and loss of career fulfillment;

F. An award of punitive damages in an amount to be determined at trial;

G. An award of liquidated damages;

H. An award of attorneys' fees and costs that Plaintiff has incurred in this action to the fullest extent permitted by law; and

I. Such other and further relief as the Court may deem just and proper.

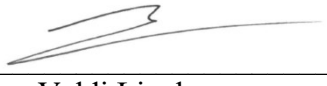
JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: April 15, 2025
New York, New York

Respectfully Submitted,

WIGDOR LLP

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