

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JOSEPHINE ROBINSON,

Plaintiff,

-against-

GUCCI AMERICA, STAN SHERWOOD,  
MATTEO MASCAZZINI, and CHRISTY  
LELECK

Defendants.

ECF CASE

Index No. 11-CV-3742 (JPO)

**ANSWER**

Defendants Gucci America, Inc. (“Gucci”), Stan Sherwood (“Sherwood”), and Christy Leleck (“Leleck”) (collectively, “Defendants”) by their attorneys Kauff McGuire & Margolis LLP, as and for their Answer to the Complaint, plead as follows:

1. Paragraph 1 of the Complaint purports to describe the nature of Plaintiff’s claims and appears to contain no allegations of fact to which an answer is required. To the extent paragraph 1 of the Complaint may be deemed to set forth any allegations of fact, Defendants deny those allegations.

2. Paragraph 2 of the Complaint sets forth legal conclusions as to the Court’s jurisdiction and appears to contain no allegations of fact to which an answer is required. To the extent paragraph 2 of the Complaint may be deemed to set forth any allegations of fact, Defendants deny those allegations.

3. Paragraph 3 of the Complaint sets forth legal conclusions as to venue and appears to contain no allegations of fact to which an answer is required. To the extent paragraph 3 of the Complaint may be deemed to set forth any allegations of fact, Defendants deny those allegations.

4. Paragraph 4 of the Complaint sets forth legal conclusions and appears to contain no allegations of fact to which an answer is required. To the extent paragraph 4 of the Complaint may be deemed to set forth any allegations of fact, Defendants deny those allegations, except admit that Plaintiff filed a charge with the Equal Employment Opportunity Commission and that Plaintiff received a Notice of Right to Sue, but deny knowledge or information sufficient to form a belief as to the date when the Notice of Right to Sue was issued.

5. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in paragraph 5 of the Complaint.

6. Defendants admit the allegations set forth in paragraph 6 of the Complaint.

7. Defendants deny the allegations set forth in paragraph 7 of the Complaint, except admit that Sherwood is an employee of Gucci and that Sherwood was Robinson's supervisor.

8. Defendants deny the allegations set forth in paragraph 8 of the Complaint, except admit that Leleck is employed by Gucci as the Director of Human Resources.

9. Defendants deny the allegations set forth in paragraph 9 of the Complaint, except admit that Matteo Mascazzini ("Mascazzini") is an employee of Gucci.

10. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in paragraph 10 of the Complaint, except admit that Robinson is female.

11. Defendants deny the allegations set forth in paragraph 11 of the Complaint.

12. Defendants deny the allegations set forth in paragraph 12 of the Complaint.

13. Defendants deny the allegations set forth in paragraph 13 of the Complaint.

14. Defendants deny the allegations set forth in paragraph 14 of the Complaint except admit that Sherwood sent an email to Francesco Giliberti and Carmine Rotondaro on or about April 7, 2009, the content of which speaks for itself.

15. Defendants deny the allegations set forth in paragraph 15 of the Complaint except admit that Mr. Sherwood received an email from Frank Desidero on or about April 1, 2009, the content of which speaks for itself, and that the email was forwarded to Plaintiff.

16. Defendants deny the allegations set forth in paragraph 16 of the Complaint.

17. Defendants deny the allegations set forth in paragraph 17 of the Complaint.

18. Defendants deny the allegations set forth in paragraph 18 of the Complaint.

19. Defendants deny the allegations set forth in paragraph 19 of the Complaint.

20. Defendants deny the allegations set forth in paragraph 20 of the Complaint.

21. Defendants deny the allegations set forth in paragraph 21 of the Complaint.

22. Defendants deny the allegations set forth in paragraph 22 of the Complaint.

23. Defendants deny the allegations set forth in the first sentence of paragraph 23 of the Complaint. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in the second sentence of paragraph 23 of the Complaint.

24. Defendants deny the allegations set forth in paragraph 24 of the Complaint.

25. Defendants deny the allegations set forth in paragraph 25 of the Complaint, except deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in the third sentence of paragraph 25 of the Complaint

26. Defendants deny the allegations set forth in paragraph 26 of the Complaint, and, further answering, aver that on May 27, 2010, Plaintiff made certain complaints to Hilarie Nenner regarding alleged incidents of mistreatment she claimed were due to her gender.

27. Defendants deny the allegations set forth in paragraph 27 of the Complaint.

28. Defendants deny the allegations set forth in paragraph 28 of the Complaint, except admit that in June 2010, Plaintiff set an email to Nenner, the content of which speaks for itself.

29. Defendants deny the allegations set forth in paragraph 29 of the Complaint.

30. Defendants deny the allegations set forth in paragraph 30 of the Complaint.

31. Defendants deny the allegations set forth in paragraph 31 of the Complaint.

32. Defendants deny the allegations set forth in paragraph 32 of the Complaint.

33. Defendants deny the allegations set forth in paragraph 33 of the Complaint.

34. Defendants deny the allegations set forth in paragraph 34 of the Complaint.

35. Defendants deny the allegations set forth in paragraph 35 of the Complaint, except admit that Hilarie Nenner sent Plaintiff a letter dated July 16, 2010, the content of which speaks for itself.

36. Defendants admit the allegations set forth in paragraph 36 of the Complaint.

37. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in paragraph 37 of the Complaint, but deny that Tayanita Hayes was the target of racist jokes and admit that Ms. Hayes preceded Plaintiff in her position as Tax Associate.

38. Defendants deny the allegations set forth in the first sentence of paragraph 38 of the Complaint. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in the second sentence of paragraph 38 of the Complaint.

39. Defendants deny the allegations set forth in paragraph 39 of the Complaint, and, further answering, aver that Plaintiff was on paid administrative leave from July 26, 2010 to September 16, 2010.

40. Defendants deny the allegations set forth in paragraph 40 of the Complaint.

41. Defendants deny the allegations set forth in paragraph 41 of the Complaint.

42. Defendants deny the allegations set forth in paragraph 42 of the Complaint.

43. Defendants deny the allegations set forth in paragraph 43 of the Complaint.

44. Defendants deny the allegations set forth in the first sentence of paragraph 44 of the Complaint. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in the second sentence of paragraph 44 of the Complaint.

45. Defendants deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny, the allegations set forth in paragraph 45 of the Complaint.

46. Defendants deny the allegations set forth in paragraph 46 of the Complaint, and, further answering, aver that Plaintiff informed Leleck on September 27, 2010 that she had been hospitalized and she was granted a medical leave of absence through October 19, 2010.

47. Defendants admit the allegations set forth in the first sentence of paragraph 47 of the Complaint. Defendants deny knowledge or information sufficient to form a

belief as to the truth of, and therefore deny, the allegations set forth in the second sentence of paragraph 47 of the Complaint.

48. Defendants deny the allegations set forth in paragraph 48 of the Complaint, except admit that Plaintiff and Li Kim (“Kim”) exchanged multiple emails on October 22, 2010, the contents of which speak for themselves.

49. Defendants deny the allegations set forth in paragraph 49 of the Complaint.

50. Defendants deny the allegations set forth in paragraph 50 of the Complaint.

51. Defendants deny the allegations set forth in paragraph 51 of the Complaint.

52. Defendants deny the allegations set forth in paragraph 52 of the Complaint, and, further answering, aver that Kim sent Plaintiff a letter regarding her request for FMLA leave on October 25, 2010, the content of which speaks for itself.

53. Defendants deny the allegations set forth in paragraph 53 of the Complaint, except admit that Leleck sent Plaintiff a letter regarding, in part, her behavior toward Kim, the content of which speaks for itself and that Plaintiff informed Robert Polet of certain of her complaints.

54. Defendants deny the allegations set forth in paragraph 54 of the Complaint, except deny knowledge or information sufficient to form a belief as to the truth of, and therefore deny the allegations concerning the scheduling of Plaintiff’s appointment.

55. Defendants admit the allegations set forth in paragraph 55 of the Complaint.

56. Defendants deny the allegations set forth in paragraph 56 of the Complaint.

57. Defendants admit the allegations set forth in paragraph 57 of the Complaint, except deny that Plaintiff was escorted out of the building.

58. Defendants admit the allegations set forth in paragraph 58 of the Complaint, except deny knowledge or information sufficient to form a belief as to the truth of the date Robinson received the letter.

59. Defendants deny the allegations set forth in paragraph 59 of the Complaint.

60. Defendants deny the allegations set forth in paragraph 60 of the Complaint.

61. Defendants deny the allegations of the “Wherefore” section of the Complaint and deny that Plaintiff is entitled to any of the relief prayed for therein.

### **DEFENSES**

The statement of any defense hereafter does not assume the burden of proof for any issue as to which applicable law places the burden on Plaintiff.

#### **AS AND FOR A FIRST DEFENSE:**

The Complaint fails to state a cause of action.

#### **AS AND FOR A SECOND DEFENSE:**

Plaintiff's claims, in whole or in part, are barred by the applicable statutes of limitations.

#### **AS AND FOR A THIRD DEFENSE:**

Plaintiff's claims are barred to the extent the applicable administrative procedures and conditions precedent to her claims were not properly effected or complied with prior to the commencement of this action.

**AS AND FOR A FOURTH DEFENSE:**

All actions taken by Defendants with regard to Plaintiff's employment were taken for legitimate, nondiscriminatory reasons.

**AS AND FOR A FIFTH DEFENSE:**

The employment actions at issue were taken in good faith, and without malice.

**AS AND FOR A SIXTH DEFENSE:**

Plaintiff has not suffered any damages as a result of the alleged wrongful conduct.

**AS AND FOR A SEVENTH DEFENSE:**

Upon information and belief, Plaintiff has failed to mitigate her alleged damages, any entitlement to which is expressly denied.

**AS AND FOR AN EIGHTH DEFENSE:**

Plaintiff is barred from asserting the claims in the Complaint by the doctrine of laches.

**AS AND FOR A NINTH DEFENSE:**

If any damages or losses were sustained by Plaintiff, such damages or losses were caused or contributed to by Plaintiff's own actions, inactions, fault, lack of diligence or failure to mitigate any of their alleged damages, and not by actions or inactions of Defendants.



**AS AND FOR A TENTH DEFENSE:**

The claims asserted against Defendants in the Complaint are barred, in whole or in part, because Defendants have established and complied with policies, programs and procedures for the prevention and detection of unlawful discriminatory and harassing practices.

**AS AND FOR AN ELEVENTH DEFENSE:**

Defendants did not acquiesce in or condone the complained of acts.

**AS AND FOR A TWELFTH DEFENSE:**

Plaintiff unreasonably failed to invoke the available procedures and avenues to reduce or avoid the harm she allegedly suffered.

**AS AND FOR A THIRTEENTH DEFENSE:**

Defendants took prompt and effective remedial action with respect to Plaintiff's internal complaints of alleged inappropriate conduct.

**AS AND FOR A FOURTEENTH DEFENSE:**

Plaintiff was a faithless servant to Gucci and therefore forfeits her right to compensation following her disloyal conduct.

**AS AND FOR A FIFTEENTH DEFENSE:**


The Complaint or any relief sought by Plaintiff is barred, in whole or in part, by such additional defenses as Defendants may have that cannot now be articulated due to the generality of Plaintiff's pleadings and the fact that discovery has not been completed. Accordingly, Defendants reserve the right to supplement the foregoing and to raise additional defenses as may appear as the case progresses.

**WHEREFORE**, Defendants respectfully request this Court to enter an Order: (a) dismissing the Complaint in its entirety with prejudice; (b) awarding Defendants their costs and expenses incurred herein, including reasonable attorneys' fees; and (c) granting such other relief as to the Court deems just and proper.

Dated: New York, New York  
October 7, 2011

Respectfully submitted,

KAUFF McGUIRE & MARGOLIS LLP

By:   
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Michele A. Coyne  
Kristina C. Hammond

950 Third Avenue, Fourteenth Floor  
New York, NY 10022  
(212) 644-1010  
Attorneys for Defendants