

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

JALESSIA GRANT,

Plaintiff,

v.

MOOOI B.V., MOOOI USA, INC. JOSHUA
MUENZENMAYER, and KARIN VAN BRAKEL,
in their individual and professional capacities,

Defendants.

Civil Action No.:

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jalessia Grant (“Grant” or “Plaintiff”) by and through her attorneys, Crabill PLLC, hereby alleges as follows against Defendants Moooi B.V. (“Moooi B.V.”), Moooi USA, Inc. (“Moooi USA”) (Moooi B.V. and Moooi USA together “Moooi” or the “Company”), Joshua Muenzenmayer (“Muenzenmayer”), Karin van Brakel (“Brakel”) (Moooi, Muenzenmayer, and Brakel together “Defendants”):

PRLLIMINARY STATEMENT

1. Outwardly, Moooi claims “integrity is our core value.”
2. Integrity means consistently acting in a way that is honest, ethical, and aligned with strong moral principles, even when it is difficult or when no one is watching.
3. Behind closed doors, Moooi’s leadership acts with cowardice and greed, not integrity.
4. Moooi’s work culture has empowered Muenzenmayer, the Company’s Head of Americas, to make discriminatory comments about female employees without fear of being held accountable.

5. For example, on one occasion, a female employee of Latin American heritage hung up on Muenzenmayer while he was berating her on a work call.

6. After the call, Muenzenmayer told Grant about the female employee, “She is a Latina, and I didn’t expect anything else from her because you know how they are.”

7. Clearly, Muenzenmayer subscribes to the stereotype is that Latin American women are overly emotional, irrational, or unable to control their emotions which often leads to the unfair question their professionalism, judgment, leadership abilities, or decision-making in the workplace.

8. Also, while speaking to Grant about Moooi’s Direct-to-Consumer & Outlet Manager, Muenzenmayer said “She’s a blonde and not that smart,” revealing that he subscribes to the false and discriminatory stereotype that women with blonde hair are inherently less intelligent.

9. Additionally, while referring to a female employee who suffers from a disability that causes her to experience severe and frequent migraines and who needed to take medical leave from August 2025 to November 10, 2025, Muenzenmayer told Grant, “Rumor has it that Corinna is faking her illness because she did not want to do her new role.”

10. In March 2025, Grant complained about Muenzenmayer’s blatant discriminatory comment against the female employee of Latin American heritage during a one-on-one meeting with Karin van Brakel (“Brakel”), Moooi’s People & Culture Manager.

11. Rather than immediately taking action to hold Muenzenmayer accountable for his deplorable comment, Brakel defended Muenzenmayer and downplayed his discriminatory remark by responding to Grant “you know how Joshua is.”

12. Incredibly, Brakel then told Grant that she needed to confront Muenzenmayer herself, a directive that would expose Grant to retaliation by Muenzenmayer who was her direct supervisor.

13. Obviously, Brakel hoped to pressure Grant into being silent and deter her from making any other complaints of discrimination.

14. Brakel's response to her complaint caused Grant to fear that Moooi would retaliate against her if she escalated her complaint about Muenzenmayer's discriminatory comment.

15. As a result, Brakel initially deterred Grant from continuing with or escalating her complaints concerning Muenzenmayer.

16. However, over the next several months, Muenzenmayer mistreated Grant and other women at Moooi, including by unjustly criticizing their work and making inappropriate comments.

17. In response, Grant escalated her complaints about the above-referenced discriminatory comments by Muenzenmayer by submitting her complaints in writing in a December 11, 2025 email.

18. Immediately thereafter, Muenzenmayer began retaliating against Grant for her complaints, including by excluding her from meetings and emails.

19. On January 8, 2026, less than a month after she complained about Muenzenmayer, Moooi fired Grant.

20. At the time Moooi fired her, Grant had worked for the Company for over a decade and established herself as a strong performer and dedicated employee.

21. To justify its firing of Grant, Moooi claimed that Grant's position was redundant and that they had made the decision to fire her months earlier in connection with a restructuring the Company underwent in Spring 2025.

22. However, Moooi's alleged reasons for firing Grant are false and demonstrate that the Company fired her for engaging in protected activities.

23. First, the Company never planned to fire Grant in connection with its Spring 2025 restructuring.

24. Iris Broer ("Broer"), Moooi's former CFO who worked at the Company during its restructuring, admitted to Grant that the Company never planned to terminate her in connection with the restructuring.

25. In instant messages with Broer after Moooi fired her, Grant said "They claim they [were] going to let me go before the surgery happened but unfortunately I went out on medical leave!"

26. In response Broer revealed, "Well that's just bullshit[.] I was still there at the time and this was never spoken about...I[']m just speechless."

27. Second, Moooi executed the firing of employees in connection with the Company's restructuring in May 2025.

28. In late-May 2025, as part of its restructuring, Moooi fired nine employees who worked in the Netherlands.

29. Around that same time, the Company told its employees in the United States, including Grant, that they would not be fired as part of the restructuring.

30. Moooi even listed Grant in a post-restructuring organizational chart as continuing as Head of Customer Success Management for North America under the Company's new structure.

31. On June 9, 2025, Moooi began operating under its new structure and Grant continued her strong performance as Head of Customer Success Management for North America.

32. Third, Moooi fired Grant on January 8, 2026, about seven months after the Company underwent its restructuring in May and June 2025.

33. Moooi blamed its delay in executing its decision to fire Grant on medical leave she was forced to take from August 15, 2025 to October 17, 2025 to have and recover from a myomectomy to remove uterine fibroids.

34. However, Grant first told the Company about her myomectomy and need for medical leave on June 5, 2025, which was over a week after Moooi announced that it fired the above-referenced nine other employees in connection with its restructuring.

35. Also, in late-July 2025, just before Grant went out on medical leave, Muenzenmayer begged Grant to return from her upcoming medical leave early.

36. As part of his efforts, Muenzenmayer downplayed Grant's uterine fibroids, her need for a myomectomy, and the time it would take her to recover from her surgery.

37. Additionally, Moooi contemplated hiring temporary employee to cover for Grant while she was out on medical leave.

38. Ultimately, the Company hired a full-time Customer Success Manager prior to Grant taking medical leave in an effort to limit the impact of Grant's absence on the Customer Success Management team.

39. Fourth, Moooi waited almost three months after Grant returned from medical leave to act on its supposed decision to fire Grant in connection with the Spring 2025 restructuring.

40. During the three months between when Grant's returned from medical leave and Moooi's firing of her on January 8, 2026, it was clear that Grant was part of Moooi's future until she made protected complaints about Muenzenmayer.

41. For example, after returning from medical leave, Grant was involved with many work assignments and projects and continued training the recently hired Customer Success Manager.

42. Also, Muenzenmayer told Grant that he wanted her to attend an important work event with the Company's authorized dealers, distributors, and key retail partners in California in November 2025.

43. Additionally, Grant was asked to assist with an inventory project at the Company's brand store in Manhattan, New York in January 2026.

44. Fifth, during Grant's termination meeting, Brakel, on her own initiative and without any prompt whatsoever, repeatedly claimed to Grant that Moooi's decision to fire her was unrelated to her complaints about Muenzenmayer.

45. Evidently, Brakel understood that the timing of Moooi's firing of Grant in relation to her complaints about Muenzenmayer was suspicious and was concerned that Grant might take legal action against the Company for its obvious unlawful retaliation.

46. Sixth, Moooi replaced Grant with Ashley Kimble ("Kimble"), a Customer Success Manager who started working at the Company on the first workday after Moooi fired Grant.

47. Immediately after starting at Moooi, Kimble took on work and clients that were previously assigned to Grant.

48. The Company has even instructed Kimble to review Grant's notes as part of her training and efforts to understand the expectations and responsibilities associated with the Customer Success Manager position.

49. Finally, Moooi never offered Grant the Customer Success Manager position that was given to Kimble, demonstrating that the Company's firing of Grant was not in any way a legitimate business- or budget-related decision.

50. Indeed, Grant worked at Moooi as a Customer Success Manager for around six years and trained a newly hired Customer Success Manager in the months before Moooi fired her.

51. Moooi's treatment of Grant demonstrates that integrity only matters when it furthers the Company's interests and its bottom line and becomes a liability when it is related to complaints about blatantly discriminatory comments by the leader of the Moooi's business in the United States.

52. To redress these wrongs, Plaintiff brings claims for discrimination and retaliation under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.* ("Title VII"), the New York State Human Rights Law, N.Y. Exec. Law §§ 290, *et seq.* ("NYSHRL"), the New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101, *et seq.* ("NYCHRL"), and New York Labor Law ("NYLL") § 740.

JURISDICTION AND VENUE

53. Pursuant to 28 U.S.C. §§ 1331, this Court has subject matter jurisdiction over this action because it involves federal questions regarding the deprivation of Plaintiff's rights under the Title VII.

54. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Plaintiff's related claims arising under State law.

55. Pursuant to 28 U.S.C. § 1391, venue is proper 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.

ADMINISTRATIVE PREREQUISITES

56. On April 9, 2026, Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) alleging, *inter alia*, discrimination and retaliation in violation of Title VII.

57. Plaintiff received a Notice of Right to Sue from the EEOC on June 18, 2026.

58. Fewer than 90 days have passed since Plaintiff received her Notice of Right to Sue.

59. Any and all other prerequisites to the filing of this action have been met.

PARTIES

A. Plaintiff Jalessia Grant

60. Plaintiff is a resident of the State of New York and was employed by Defendants from on or around March 4, 2015 through on or around January 8, 2026.

61. At all relevant times, Plaintiff was an “employee” of Defendants within the meaning of all relevant statutes and regulations.

B. Defendants Moooi B.V. and Moooi USA, Inc.

62. Defendant Moooi B.V. is a corporation organized under the laws of the Netherlands with its headquarters located at Minervum 7003, Breda, the Netherlands.

63. Moooi B.V. operates as a global luxury furniture and interior design company.

64. Through its website and marketing materials, Moooi B.V. promotes a unified portfolio of products, design collections, and brand identity across multiple countries.

65. Moooi B.V.’s public-facing materials identify locations such as New York, Amsterdam, Milan, London, and Shanghai as part of the same “Moooi Showrooms and Stores” network.¹

¹ See <https://www.moooi.com/en/contact> (last visited June 23, 2026).

66. Indeed, Moooi B.V. is the parent company of the global Moooi enterprise and owns, controls, and operates subsidiaries and affiliated entities that function as local operating arms through which the Moooi brand maintains its global showroom, sales, and distribution network, while continuing to market itself to customers as a single worldwide enterprise.²

67. For example, Moooi B.V. owns, controls, and operates Moooi USA through which Moooi B.V. conducts business in the United States.

68. Moooi USA is a domestic corporation with operations in New York and serves as the U.S. subsidiary of Moooi B.V.

69. Moooi USA's headquarters is located at 36 East 31st Street, New York, New York 10016 (the "NYC Showroom").³

70. During Grant's employment, Moooi B.V. and Moooi USA employed more than 100 employees at any given time.⁴

71. Moooi B.V. and Moooi USA maintain interrelated operations and share common branding, business functions, and management structures.

72. As is evident from the allegations herein, throughout Plaintiff's employment, Moooi B.V. and Moooi USA exercised control over the terms and conditions of Plaintiff's employment and functioned as Plaintiff's employer and/or joint employer within the meaning of all relevant statutes and regulations.

² See *id.*

³ See <https://www.mooui.com/us/page/general-conditions> (last visited on June 23, 2026).

⁴ See <https://www.linkedin.com/company/mooui/about/> (Moooi asserting that it employs around 51-200 employees and referencing 111 employees who identify Moooi as their current employer) (last visited on June 23, 2026).

73. Moooi B.V. and Moooi USA participated in, directed, controlled, approved, ratified, and/or possessed authority over employment decisions affecting Plaintiff, including the actions challenged in this action.

74. At all relevant times, Moooi B.V. and Moooi USA operated as a single integrated enterprise and/or joint employers with respect to Plaintiff's employment.

C. Defendant Joshua Muenzenmayer

75. Muenzenmayer is the Company's Head of Americas and a resident of the State of New York.

76. At all relevant times, Muenzenmayer was an "employer" and/or "person" within the meaning of all relevant statutes and regulations.

D. Defendant Karin van Brakel

77. Brakel is the Moooi's People & Culture Manager and a resident of the Netherlands.

78. At all relevant times, Brakel was an "employer" and/or "person" within the meaning of all relevant statutes and regulations.

FACTS

I. BACKGROUND

79. On or around March 4, 2015, Grant joined Moooi as a Sales Operations Support Representative and began working at the NYC Showroom.

80. A few years later, the Sales Operations Support Representative role became the Customer Success Manager position.

81. In 2021, Grant earned a promotion to Head of Customer Success Management for North America.

82. In that role, Grant led the Company's customer support operations across the United States, Canada, and Latin America and made sure clients received consistent, high-quality service.

83. Grant also managed and trained Moooi's customer service team and worked with sales and logistics employees to resolve issues and improve the overall customer experience.

84. Throughout her over decade working at Moooi, Grant established herself as a hard worker, dedicated employee, and asset to the Company.

85. Indeed, Grant regularly received praise for her work.

II. THE COMPANY RESTRUCTURES AND GRANT CONTINUES IN HER ROLE AS HEAD OF CUSTOMER SUCCESS MANAGEMENT FOR NORTH AMERICA

86. During a Company-wide quarterly meeting in April 2025, Moooi announced to its employees that the Company would be undergoing a restructuring.

87. On May 5, 2025, Robin Bevers ("Bevers"), Moooi's former CEO, sent the following email to the Company's employees concerning the restructuring:

Dear all,

I would like give you an update on where we stand after April 2025. Normally I then start to explain about our turnover and order intake, but at this point the reorganisation process that we are in the middle off is top of mind.

Despite updates on how our results were falling short, and announcements of a reorganisation, once we started announcing measures the predominant emotion was surprise. A clear signal to me that I must communicate more clearly.

For continuity's sake, at our current turnover level, we must reorganize and decrease our headcount with appr 10%. There is a plan for that, this has been sanctioned by the Works Council. Meanwhile we have spoken with all colleagues involved. On Thursday 8 May the general set up for the new organisation will be communicated company wide. After that[,] there will be a period of workshops, team meetings, individual talks etc to prepare, so that we can be operational in the new set-up in the week starting 9 June.

This is the harsh reality, as clear as I can put it. Of course, things are not so easy and straightforward as this sounds. To start with, first all other options were tried to avoid having to reorganize. And then, once it was clear that reorganization was

the only option, it was a painful process of making tough choices, to ensure that the company can endure whilst losing as few of our colleagues as possible. And finally, in order to guarantee this continuity, we will not only have to bring our structural cost level down, but at the same time also improve. Quality, sustainability and efficiency. This can only be done if we do things differently.

Around us competitors and clients are suffering or falling over. Some of our Italian competitors, especially in the top of the market, report turnover decreases of 25% for two years in a row. At Moooi we have lost 10% of turnover in 2023, 13% in 2024 and we reported a loss for the first time in our history. This now forces us to take tough measures. Some of our colleagues will lose their jobs, that is terrible. But make no mistake, we will all have to shape up and we will all note some of the measures, that cannot be avoided.

I ask your active support for the colleagues that will leave us. And on top of that I request your full commitment to implementing the new organisation, and to make all measures work, so that together we will guide Moooi through this crisis.

I count on all of you.

Thank you

Robin

PS the stats after April:

- Turnover -19% vs target and -10% vs 2024
- Order Intake -16% vs target and -4% vs 2024.

88. The Company shared additional details about the restructuring during a virtual meeting on May 8, 2025 that was led by Bevers.

89. During the May 8 meeting, an organizational chart was shared with employees which showed the reporting lines following the restructuring.

90. The organizational chart listed Grant as continuing in her role as Head of Customer Success Management for North America.

91. Soon after the May 8 meeting, Moooi held another virtual meeting with only its employees located in the United States.

92. During that meeting, Ella Herman, Moooi's Marketing Coordinator, asked whether anyone from the U.S. team would be fired as a part of the restructuring.

93. In response, Muenzenmayer said that Moooi would not be making any changes to the U.S. team and that the Company needed everyone on the team.

94. Around that same time and in connection with the Company seeking to hire a Global Head of Customer Success Management, Muenzenmayer told Grant “You will have two fathers now, and we will need to figure out how to work with the new structure because you will still report to me.”

95. In a May 27, 2025 email, Bevers announced that Moooi fired nine employees who worked for the Company in the Netherlands in connection with the restructuring.

96. Bevers also stated that the Company’s “new structure” was on track to be operational by the week of June 9, 2025 and outlined the next steps for the restructuring.

97. On June 9, 2025, Moooi began operating under its new structure following the Company’s restructuring.

98. Under the new structure, Grant continued her strong performance as Head of Customer Services Management for North America.

III. GRANT DISCLOSES THAT SHE WAS DIAGNOSED WITH UTERINE FIBROIDS AND TAKES MEDICAL LEAVE TO HAVE SURGERY TO REMOVE THEM

99. In 2021, Grant was diagnosed with multiple uterine fibroids which are non-cancerous growths made of muscle and fibrous tissue that develop in or on the uterus.

100. Unfortunately, by 2025, Grant’s uterine fibroids had grown to the point where they were causing her intense back pain and to suffer other symptoms.

101. As a result, Grant’s doctor informed her that she needed to have a myomectomy, a surgical procedure to remove uterine fibroids while preserving the uterus.

102. Grant’s myomectomy was scheduled for June 25, 2025.

103. On June 5, 2025, Grant sent an email to Muenzenmayer and other members of the CSM team informing them that she had a surgery scheduled for June 25, 2025.

104. On June 16, 2025, Muenzenmayer requested that Remi Lacour and Elizabeth Scheller from 24seven, Inc. (“24seven”) help the Company to find a temporary employee to take on Grant’s job duties while she was out on medical leave.

105. 24seven is a global talent solutions and recruiting firm that helps companies hire freelance, contract, and full-time professionals, primarily in marketing, creative, digital, technology, and AI roles.

106. Muenzenmayer included Grant in the process of hiring the temporary employee to cover her responsibilities while she was out on medical leave.

107. Unfortunately, because of health complications, Grant’s surgery was rescheduled to August 15, 2025.

108. On June 18, 2025, Grant emailed Muenzenmayer and the CSM to let them know that her surgery was rescheduled.

109. Soon thereafter, Grant convinced Moooi to hire another permanent and fulltime Customer Success Manager who could help blunt the impact of Grant’s absence in connection with her medical leave.

110. Around the end of July/early August 2025, during a one-on-one meeting between Grant and Muenzenmayer, Muenzenmayer pushed Grant to return early from her upcoming medical leave.

111. As part of his effort to convince Grant to return early from medical leave, Muenzenmayer told Grant that his wife underwent a hysterectomy and stressed that the symptoms related to his wife’s hysterectomy and that pain she experienced afterwards were mild.

112. Muenzenmayer also claimed that his wife was bored during the recovery period related to her hysterectomy and returned to work three weeks after her surgery.

113. In response, Grant stated that she would likely take the full medical leave to recover from her surgery as her doctor recommended.

114. Grant had surgery on August 15, 2025 and went out on medical leave immediately thereafter.

115. Grant remained out on medical leave until she returned to work on October 20, 2025.

IV. GRANT RETURNS FROM MEDICAL LEAVE AND CONTINUES HER STRONG PERFORMANCE

116. On October 15, 2025, Muenzenmayer emailed Grant about her returning to work following the recovery from her surgery.

117. Specifically, Muenzenmayer said, “With your return to work coming up soon, I wanted to see if you have time for a catch up call this week? Would be good for us to connect before Monday and have a plan for reincorporating you on the team.”

118. Unfortunately, Grant was not available for a call that week.

119. However, Grant and Muenzenmayer did have a call on Monday, October 20, 2025 which was Grant’s first day back at work following her surgery.

120. During the call, Grant and Muenzenmayer discussed Grant attending a Company event in Culver City, California in November 2025 called a “dealer dinner.”

121. A “dealer dinner” is a business event during which the Company entertains its authorized dealers, distributors, or key retail partners to strengthen relationships, discuss strategy, showcase new products, or promote sales initiatives.

122. Muenzenmayer also told Grant that Moooi had hired Carlota Gago (“Gago”) to fill that Company’s open Global Head of Customer Success Management position.

123. Muenzenmayer explained that Grant would still report to him as well as Gago and that the Company was working to finalize her reporting structure.

124. Additionally, at that time, Tyena Mutt (“Mutt”), an Account Manager on the customer success team, was on medical leave and expected to be out for the next two months.

125. As a result, Grant took on many of Mutt’s work assignments.

126. Also, soon after returning from medical leave, Grant continued to train Ronald Kissi (“Kissi”), the Customer Success Manager who was hired soon before Grant went out on medical leave.

127. In early November 2025, Gago started working at Moooi.

128. Soon thereafter, Gago and Grant met to discuss their work schedules, Grant’s projects, and the Company’s U.S. business.

129. On or around November 19, 2025, Gago and Grant had another meeting during which they spoke about the Company’s business relationship with Wayfair, Inc. (“Wayfair”).

130. During the meeting, Gago and Grant discussed the status of the Wayfair account and different ways to improve the performance and organization of that account.

131. On November 24, 2025, Thijs van Hal (“Hal”), Moooi’s Controller, asked if Grant could assist with an audit of the inventory at the Company’s brand store in New York City in January 2026.

132. Hal specifically wanted Grant’s help because of her “knowledge and experience in this area.”

133. Unfortunately, Grant did not have the bandwidth to take on the inventory assignment because of, among other things, her assignments related to her role, being responsible for many of Mutt's tasks, and training Kissi.

V. **GRANT COMPLAINS ABOUT MUENZENMAYER MAKING DISCRIMINATORY COMMENTS CONCERNING WOMEN AND A LATIN AMERICAN EMPLOYEE AT MOOOI**

134. Throughout Grant's employment, Muenzenmayer regularly mistreated and disparaged employees who worked under him and made comments highlighting his inflated sense of self importance and assumption that Mooui cannot succeed without him.

135. On many occasions, Grant has heard Muenzenmayer make comment such as:

- "This is my company."
- "MOOOI USA is the only reason this company stays afloat."
- "This is why I get paid the big bucks."
- "I play the game of optics."
- "I am the boss, and if your boss is asking you a question you should answer right away."
- "I can move all of your jobs to the Midwest like I did at Tom Dixon and cut the overhead cost."

136. In March 2025, as a result Muenzenmayer's treatment of her and her coworkers, Grant complained to Brakel about Muenzenmayer's conduct during one of their regular one-on-one meetings.

137. Among other things, Grant complained about a discriminatory remark Muenzenmayer made concerning Maureen Novoa ("Novoa"), a former Customer Success Manager at Mooui, during a call involving members of the Customer Success Management team.

138. During the call, Muenzenmayer berated Novoa.

139. Upset by Muenzenmayer's treatment of her, Novoa hung up while Muenzenmayer was yelling at her.

140. After the call, Muenzenmayer said to Grant "[Novoa] is a Latina, and I didn't expect anything else from her because you know how they are."

141. In response to Grant's complaints, Brakel defended Muenzenmayer and stated to Grant "You know how Josh is."

142. Incredibly, Brakel told Grant it was her responsibility to confront Muenzenmayer herself.

143. Mooui did not take any action in response to Grant's complaint.

144. Because Mooui failed to take any action to hold him accountable, Muenzenmayer continued to disparage and mistreat employees.

145. After Grant returned from medical leave on October 20, 2025, Muenzenmayer almost immediately began unjustly criticizing Grant and providing her with conflicting work directives.

146. For example, October 20, 2025, during the meeting between Grant and Muenzenmayer on her first day back from medical leave, Muenzenmayer complained to Grant that members of the CSM team were not responding quickly enough to his emails and that he needed answers to his questions as soon as possible regardless of who provided the answers.

147. Days later, Grant quickly responded to a question Muenzenmayer asked Kissi in a Teams chat involving members of the Customer Success Management team.

148. Nevertheless, Muenzenmayer scolded Grant for answering his question and told her that she needed to allow Kissi an opportunity to answer the question.

149. Additionally, Muenzenmayer unjustly criticized Grant for a delay in shipping pieces of the Company's furniture to Miami, Florida for the Art Basel Miami Beach event which is one of the world's most important international contemporary-art fairs held annually at the Miami Beach Convention Center.

150. Indeed, the shipping delay related to Art Basel event was caused primarily by Muenzenmayer's failure to communicate with Grant and the customer success team.

151. On December 4, 2025, as a result of Muenzenmayer's unfair treatment of her, Grant sent an email to Brakel, Gago, Jolijn van Thiel ("Thiel"), Moooi's People & Culture Advisor, and Jelle Drost ("Drost"), the Company's Chief Commercial Officer, in which she complained about Muenzenmayer's conduct. *See Ex. A.*

152. On December 10, 2025, Grant met with Thiel and Gago for a virtual meeting and complained to them about Muenzenmayer.

153. In addition to complaining to Thiel and Gago about Muenzenmayer's unfair treatment of her and his unjust criticisms of her performance, Grant also complained about the discriminatory comment Muenzenmayer made about Novoa.

154. Additionally, Grant complained about a discriminatory comment Muenzenmayer made about Corinna van Santen ("Santen"), Moooi's former Head of Customer Success, who suffers from a medical condition that causes her to suffer severe and frequent migraines.

155. From around August 2025 to November 10, 2025, Santen needed to take medical leave in connection with her disability.

156. Soon after Grant returned from her medical leave on October 20, 2025, Muenzenmayer said to Grant "Rumor has it that Corinna is faking her illness because she did not want to do her new role."

157. Additionally, Grant complained about a discriminatory comment Muenzenmayer made about Marieke van Aaken (“Aaken”), Moooi’s Direct-to-Customer & Outlet Manager.

158. In January 2025, while Grant and Muenzenmayer were physically checking and recording the quantity of goods the Company had on hand at that time, Muenzenmayer told Grant, “[Aaken]’s a blonde and not that smart,” revealing that he subscribes to the false and discriminatory stereotype that women with blonde hair are inherently less intelligent.

159. Gago and Thiel said that they would look into Grant’s complaints, including by scheduling meetings with other members of the Customer Success Management team.

160. The next day, Gago messaged Grant using Teams messenger and said “I wanted to know why now. Why are you sharing now all these statements? And not before.”

161. In response, Grant said:

HR (Karin) knew my feelings since March during my verbal 1:1 and she explained to me to speak to him which I did and nothing changed! To be transparent, I didn’t raise concerns because I was trying to manage the situation on my own and maintain a positive working environment. Over time, however, the behavior has escalated and beg[a]n to affect my wellbeing and my ability to do my job effectively. Once it reached a point where I could no longer resolve it directly or internally with Joshua[,] I felt it was necessary to bring it forward. My goal isn’t to look back, but to make sure the workplace is healthy and respectful going forward. The messages sent to me by Joshua last week Thursday morning was the last draw.

162. Incredibly, Gago said responded by saying “good to know that your first tried to resolve this yourself[.]”

163. Requiring or encouraging an employee to confront discrimination is a classic employer tactic aimed at shifting responsibility onto the employee to avoid accountability and to further expose the employee harm and retaliation.

164. Nevertheless, Grant refused to be silenced and called out the obvious issues with the Company forcing her to confront Muenzenmayer about his discriminatory and bullying behavior.

165. Indeed, Grant messaged Gago:

Yes, I did try, just as Karin asked, and she told me to come back to HR if things didn't get better. But honestly, it's been incredibly hard to speak up. When the person causing the issues is also the one who controls your workload, your opportunities, and so much of your career, it puts you in an impossible position. I've felt scared and powerless for a long time, and that fear made it difficult to come forward sooner. It wasn't that I didn't see what was happening—I just didn't feel safe saying it. I've had issues in the past where things have been going on and nothing happened even with proof, at this point I'm just trying to stay positive.

166. Gago never responded to Grant's message.

167. On December 11, 2025, Grant sent an email to Thiel, Gago, Drost, and Brakel in which she memorialized her verbal complaints about Muenzenmayer, including her complaints about Muenzenmayer's discriminatory comments about Novoa, Santen, and Aaken. *See* Ex. A.

168. On December 30, 2025, Grant sent a Teams message to Thiel in which she complained:

I wanted to provide a brief updated ahead of year-end following our previous conversation. I am not sure whether you were able to connect with Joshua regarding the complaint, but I felt it was important to share recent developments for awareness and documentation.

Since we last spoke, I have noticed that I have been excluded from certain email communications by [Muenzenmayer] that related to my role and responsibilities. On a few occasions, when I added myself back to these threads to remain aligned, I was later removed. Additionally, I was not included in the annual CSM discussions that I had previously participated in with the team. Given the timing of these changes, this situation has caused me concern regarding communication practices, role alignment, and my job security. I want to be clear that I am not drawing conclusions, but the lack of visibility and exclusion has led me to feel uncertain[ty] about my standing and future with the company. My intention is sharing this is to ensure transparency and to seek clarification so expectations can be clearly understood moving forward. I appreciate your help.

169. In response, Thiel claimed that Moooi was continuing to investigate her complaints.

170. However, the Company failed to take any action to address Grant's complaints.

VI. MOOOI RETALIATES AGAINST GRANT AND FIRES HER FOR ENGAGING IN PROTECTED ACTIVITIES

171. As mentioned above, immediately after Grant complained about Muenzenmayer on December 10 and 11, 2025, Muenzenmayer began retaliating against Grant, including by excluding her from meetings and emails she otherwise would have attended as the Head of Customer Success Management for North America.

172. On January 8, 2026, less than a month after her complaints about Muenzenmayer's discriminatory comments, Grant was scheduled to meet with Gago and Muenzenmayer via Teams video conference.

173. However, Gago did not join the meeting.

174. Instead, Brakel and Muenzenmayer joined.

175. In the meeting, Muenzenmayer told Grant that Moooi was terminating her employment.

176. Muenzenmayer claimed that the Company was eliminating her position.

177. However, Muenzenmayer admitted that he and Gago would be taking on her job duties as Head of Customer Success Management for North America.

178. Also, Moooi immediately replaced Grant with Kimble, a recently hired Customer Success Manager.

179. On January 12, 2026, Anders Westerholm, Moooi's current CEO, announced in an email to Moooi's staff that the Company had fired Grant and hired Kimble as Grant's replacement.

180. Upon information and belief, Moooi has put Kimble into a similar role to one Grant held at the Company.

181. Indeed, soon after she was hired, Kimble was assigned to work on the Company's account with Steelcase, Inc. which is an important account for Moooi that Grant managed.

182. Also, Kimble has been instructed to review Grant's notes and work to understand her responsibilities and the expectations related to her position.

183. Tellingly, Moooi never offered Grant the Customer Success Manager role that it gave to Kimble even though Grant worked as a Customer Success Manager for the Company for approximately six years and had recently trained Kissi for that role.

184. Additionally, Brakel repeatedly claimed to Grant that the Company had planned to fire her since before she went on medical leave and in connection with the restructuring Moooi underwent in Spring 2025.

185. Moooi blamed its delay in executing its decision to fire Grant on medical leave she was forced to take from August 15, 2025 to October 17, 2025 to have a myomectomy to remove uterine fibroids.

186. However, that is not true.

187. Grant first told the Company about her myomectomy and need for medical leave on June 5, 2025, which was over a week after Moooi announced that it fired nine other employees in connection with its restructuring.

188. The Company even circulated an updated organizational chart in connection with the restructuring which lists Grant as continuing in her role as Head of CSM for North America.

189. Additionally, it took Moooi almost three months after Grant returned from medical leave to act on its supposed decision to fire Grant in connection with the Spring 2025 restructuring.

190. Plus, Broer, Moooi's former CFO who worked at the Company during its restructuring, admitted to Grant that the Company never planned to terminate her in connection with the restructuring.

191. In instant messages with Broer after Moooi fired her, Grant said "They claim they [were] going to let me go before the surgery happened but unfortunately I went out on medical leave!"

192. In response Broer revealed, "Well that's just bullshit[.] I was still there at the time and this was never spoken about...I[']m just speechless."

193. Further, on her own initiative and without being prompted whatsoever, Brakel repeatedly told Grant during the termination meeting that the firing was not related to her complaints about Muenzenmayer.

194. Clearly, Brakel understood that the timing of Moooi's firing of Grant in relation to her complaints about Muenzenmayer was suspicious and was concerned that Grant might take legal action against the Company for its obvious unlawful retaliation.

FIRST CAUSE OF ACTION
VIOLATIONS OF TITLE VII: RETALIATION
(Against Defendant Moooi USA)

195. Plaintiff hereby repeats and realleges the foregoing allegations as if set forth fully herein.

196. During the full statutory period, Plaintiff was protected by the provisions of the Title VII, 42 U.S.C. §§ 2000e, *et seq.*, and all applicable regulations thereunder.

197. During the full statutory period, Moooi USA was subject to the provisions of the Title VII, 42 U.S.C. §§ 2000e, *et seq.*, and all applicable regulations thereunder.

198. As set forth above, Plaintiff engaged in protected activities by, *inter alia*, lodging complaints of race, disability, and sex discrimination.

199. Mooui USA retaliated against Plaintiff for her protected activities in violation of Title VII by, *inter alia*, terminating her employment.

200. Mooui USA's unlawful and retaliatory actions were intentional, done with malice, and showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under Title VII.

201. As a direct and proximate result of Mooui USA's unlawful and retaliatory conduct in violation of Title VII, 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.

202. Plaintiff is further entitled to an award of reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
VIOLATIONS OF THE NYSHRL: RETALIATION
(Against All Defendants)

203. Plaintiff hereby repeats and realleges the foregoing allegations as if set forth fully herein.

204. During the full statutory period, Plaintiff was protected by the provisions of NYSHRL, N.Y. Exec. Law §§ 290, *et seq.*, and all applicable regulations thereunder.

205. During the full statutory period, Defendants were subject to the provisions of NYSHRL, N.Y. Exec. Law §§ 290, *et seq.*, and all applicable regulations thereunder.

206. As set forth above, Plaintiff engaged in protected activities by, *inter alia*, lodging complaints of race, disability, and sex discrimination.

207. Defendants retaliated against Plaintiff for her protected activities in violation of NYSHRL by, *inter alia*, terminating her employment and engaging in conduct reasonably likely to dissuade and/or deter Plaintiff and others from engaging in protected acts.

208. Defendants' unlawful and retaliatory actions were intentional, done with malice, and showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under the NYSHRL.

209. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the 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.

210. Plaintiff is further entitled to an award of reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
VIOLATIONS OF THE NYSHRL: AIDING AND ABETTING
(Against Muenzenmayer and Brakel)

211. Plaintiff hereby repeats and realleges the foregoing allegations as if set forth fully herein.

212. During the full statutory period, Plaintiff was protected by the provisions of NYSHRL, N.Y. Exec. Law §§ 290, *et seq.*, and all applicable regulations thereunder.

213. During the full statutory period, Defendants Muenzenmayer and Brakel were subject to the provisions of NYSHRL, N.Y. Exec. Law §§ 290, *et seq.*, and all applicable regulations thereunder.

214. Muenzenmayer and Brakel knowingly aided and abetted the unlawful employment practices and retaliation against Plaintiff in violation of the NYSHRL by, *inter alia*, supporting the termination of her employment.

215. Muenzenmayer's and Brakel's unlawful conduct was intentional, done with malice, and showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under the NYSHRL.

216. As a direct and proximate result of Muenzenmayer's and Brakel's unlawful conduct in violation of the 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.

217. Plaintiff is further entitled to an award of reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
VIOLATIONS OF THE NYCHRL: RETALIATION
(Against All Defendants)

218. Plaintiff hereby repeats and realleges the foregoing allegations as if set forth fully herein.

219. During the full statutory period, Plaintiff was protected by the provisions of the NYCHRL, N.Y.C. Admin. Code §§ 8-101, *et seq.*, and all applicable regulations thereunder.

220. During the full statutory period, Defendants were subject to the provisions of the NYCHRL, N.Y.C. Admin. Code §§ 8-101, *et seq.*, and all applicable regulations thereunder.

221. As set forth above, Plaintiff engaged in protected activities by, *inter alia*, lodging complaints of race, disability, and sex discrimination.

222. Defendants retaliated against Plaintiff for her protected activities in violation of NYCHRL by, *inter alia*, terminating her employment and engaging in conduct reasonably likely to dissuade and/or deter Plaintiff and others from engaging in protected acts.

223. Defendants' unlawful and retaliatory actions were intentional, done with malice, and showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under the NYCHRL.

224. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the 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.

225. Plaintiff is further entitled to an award of reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
VIOLATIONS OF THE NYSHRL: AIDING AND ABETTING
(Against Muenzenmayer and Brakel)

226. Plaintiff hereby repeats and realleges the foregoing allegations as if set forth fully herein.

227. During the full statutory period, Plaintiff was protected by the provisions of NYCHRL, N.Y.C. Admin. Code §§ 8-101, *et seq.*, and all applicable regulations thereunder.

228. During the full statutory period, Defendants Muenzenmayer and Brakel were subject to the provisions of NYCHRL, N.Y.C. Admin. Code §§ 8-101, *et seq.*, and all applicable regulations thereunder.

229. Muenzenmayer and Brakel knowingly aided and abetted the unlawful employment practices and retaliation against Plaintiff in violation of the NYCHRL by, *inter alia*, supporting the termination of her employment.

230. Muenzenmayer's and Brakel's unlawful conduct was intentional, done with malice, and showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under the NYCHRL.

231. As a direct and proximate result of Muenzenmayer's and Brakel's unlawful conduct in violation of the 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.

232. Plaintiff is further entitled to an award of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION
VIOLATIONS OF THE NYLL § 740
(Against All Defendants)

233. Plaintiff hereby repeats and realleges the foregoing allegations as if set forth fully herein.

234. During the full statutory period, Plaintiff was protected by the provisions of NYLL § 740, and all applicable regulations thereunder.

235. During the full statutory period, Defendants were subject to the provisions of NYLL § 740, and all applicable regulations thereunder.

236. As set forth above, Plaintiff engaged in protected activities by, *inter alia*, lodging complaints of race, disability, and sex discrimination.

237. Defendants retaliated against Plaintiff for her protected activities in violation of NYLL § 740 by, *inter alia*, terminating her employment and engaging in conduct reasonably likely to dissuade and/or deter Plaintiff and others from engaging in protected acts.

238. Defendants' unlawful and retaliatory actions were intentional, done with malice, and showed a deliberate, willful, wanton, and reckless indifference to Plaintiff's rights under NYLL § 740.

239. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of NYLL § 740, 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.

240. Plaintiff is further entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, respectfully requests that this Court enter judgement in her favor and against Defendants for the following relief:

A. Declare that the practices complained of herein are unlawful under applicable federal, State, and City law;

B. An injunction and order permanently restraining Defendants from engaging in such unlawful conduct;

C. An award of damages, in an amount to be determined at trial, 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, in an amount to be determined after a trial, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, *inter alia*, compensation for her mental anguish, humiliation, embarrassment, stress and anxiety, emotional pain and suffering, and emotional distress;

E. An award of damages, in an amount to be determined at trial, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

F. An award of damages, in an amount to be determined after a trial, for any and all other monetary and/or non-monetary losses she has suffered;

G. An award of prejudgment interest on the damages she is awarded to the greatest extent permitted by law;

H. An award of punitive damages under the NYSHRL, the NYCHRL, and NYLL § 740 in an amount to be determined after a trial;

I. Reinstatement;

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

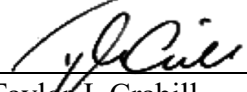
K. Such other and further relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: June 23, 2026
Queens, New York

CRABILL PLLC

By: 
Taylor J. Crabill

71-01 Austin Street
Forest Hills, New York 11375
Tel: (727) 335-1030
tcrabill@crabilllawfirm.com

Attorney for Plaintiff