

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

KEITH WANN

Plaintiff,

-against-

THEATER DEVELOPMENT FUND and
LISA CARLING,

Defendants.

Case No. 22-cv-9531

Plaintiff KEITH WANN, for his complaint in this matter, alleges the following:

NATURE OF THE ACTION

1. This is an action pursuant to 42 U.S.C. § 1981. Defendants hire American Sign Language (“ASL”) interpreters, for Broadway shows. Defendants offered to hire Plaintiff to interpret The Lion King into sign language but then retracted the offer because Plaintiff is white.

JURISDICTION AND VENUE

2. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1331.
3. This Court has personal jurisdiction over the Defendants because the wrongs were committed in New York State and because Defendants have a continued, ongoing presence in New York State.
4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) because the Defendants reside in this district and pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to the claims occurred in this district.

THE PARTIES

5. Plaintiff KEITH WANN is a natural person and a citizen of Pennsylvania.

6. Defendant THEATER DEVELOPMENT FUND (“TDF”) is a non-profit organization with headquarters in New York State.

7. Defendant LISA CARLING is a natural person and, upon information and belief, a citizen of New York State. She is the Director of TDF Accessibility Programs.

THE FACTS

8. TDF operates various programs to bring theater to a wide audience. Among other things, TDF provides ASL interpreters for Broadway shows.

9. Plaintiff is a professional ASL interpreter and performer.

10. On or about March 29, 2022, TDF offered Plaintiff a job as an independent contractor to act as an ASL interpreter for The Lion King for a performance on April 24. Plaintiff’s compensation was going to be \$1000. The offer was conveyed by Alicia Ramirez (“Ramirez”), TDF’s Manager of Accessibility Services. Plaintiff accepted this offer.

11. The Lion King is a Broadway show based on a 1994 animated movie of the same name. The characters of the show are all animals who live in the jungle of Africa.

12. In the original animated movie, some of the actors who provided the voices of the characters were Black, and some others were white.

13. On or about April 1, 2022, Shelly Guy, whom TDF had hired to work with the ASL interpreters in the show, wrote an email to Ramirez and Defendant Carling. In this email, Ms. Guy objected to TDF’s decision to hire Plaintiff. She said that it was “important and necessary” that the sign interpreters “match the cultural and physical representation on stage.” She further stated that it was thus “not appropriate for a white interpreter to represent Black characters for ASL interpreted Broadway shows.” She further stated that, although Plaintiff was an “amazing

interpreter,” he nonetheless should not be hired as an ASL interpreter for the show because he was “not a Black person.”

14. In response to receiving this email, Defendant Carling emailed Plaintiff on April 2, 2022. Defendant Carling stated that Ms. Guy’s “points are valid.” Defendant Carling, on behalf of TDF, retracted TDF’s offer from Plaintiff. Specifically, she stated that she was asking Plaintiff “to back out of interpreting the show.”

15. Defendant Carling also stated in this email that it was “no longer appropriate to have white interpreters represent Black characters for ASL Broadway shows.”

16. This request to “back out” was not a mere request that gave Plaintiff a choice. Rather, it was a retraction of TDF’s offer of employment for the show. Plaintiff did not have the option of saying no.

17. Indeed, in a subsequent voice-mail message to Plaintiff, Defendant Carling stated that TDF would work with Plaintiff again on another production and, “I hope you feel this is the right decision *we* are making” (emphasis added).

18. Defendants prevented Plaintiff from freely contracting his services as an ASL interpreter because of his race.

COUNT ONE
42 U.S.C. § 1981

19. It is illegal to discriminate on the basis of race in the making of a contract.

20. Because Plaintiff is white, Defendants refused to make a contract with him. In so refusing, Defendants violated 42 U.S.C. § 1981.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff requests that the Court grant the following relief:

- A. Award Plaintiff the sum of \$1000 in compensatory damages;
- B. Award reasonable attorneys' fees, together with the cost of this action;
- C. Grant such other relief as the Court may deem just and proper.

Dated: November 8, 2022
New York, New York

Respectfully submitted,

/s/ Joshua Pepper
Joshua Pepper
30 Wall Street, 8th floor
New York, New York 10005
212-804-5768
jpepper@jpepperesq.com