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Everything you always wanted to know about Woody Allen's former private chef's USERRA lawsuit* (*but were afraid to ask)

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In December 2024, a U.S. Army Reservist and professional chef filed a lawsuit against filmmaker Woody Allen, his wife, Soon-Yi Previn, and their house manager, alleging that he was fired due to his complaints of improper wages and for his military service obligations.

The plaintiff alleges that the defendants violated the Uniformed Services Employment and Reemployment Act (USERRA) by firing him for taking time off to participate in military exercises as a member of the U.S. Army Reserve. He also alleges that the defendants violated New York Labor Law's whistleblower protections and wage statement and notice requirements.

Background

According to the complaint, the plaintiff, a professional chef with nearly 10 years of experience, initially sought employment with defendants in January of 2024 as Allen and Previn's private chef. After an initial "trial run" in the home, the plaintiff was hired in a full-time role in June 2024 as their private chef. He allegedly informed defendants of his U.S. Army Reserve obligations, which required periodic leave for training.

The complaint alleges that during his military leave in July 2024, plaintiff's training was unexpectedly extended by one day. He alleges that he informed defendants about the extension, but upon his return, he faced hostility, and the defendants terminated his employment. Plaintiff alleges this decision was motivated by his military obligations and his complaints about unpaid wages and improper tax withholdings.

The lawsuit, filed on December 10, 2024, in the U.S. District Court for the Southern District of New York, accuses the defendants of violating USERRA, a federal law, and New York State Labor Law. USERRA prohibits employers from discriminating and retaliating against employees or applicants because of their military status or military obligations.

The New York Labor Law claims are based on the allegation that the plaintiff had been raising concerns about his pay, notably that the defendants were not properly withholding taxes or providing a paystub. Plaintiff alleges that when he complained about this, his pay was reduced by $300.

Key takeaways and observations from lawsuit

1. USERRA's broad definition of employee. USERRA covers all employees who serve or have served in the uniformed services, including those who have applied for membership in the U.S. military, regardless of whether the service is voluntary or involuntary. Virtually all employees, including those who are part-time, temporary, seasonal, and on probationary status, fall under the statute's umbrella.[1]

USERRA not only prohibits discrimination — it goes much further, modifying the "employment at will" doctrine by providing broad protections against discharge.

Unlike the Fair Labor Standards Act, USERRA provides no exemptions for executive, managerial, or professional employees. In this case, the plaintiff alleges that he was initially "categorized as a part-time employment gig, or a 'trial run.'" This status still falls within USERRA's broad definition of employee.

2. Broad definition of employer under USERRA and individual liability. USERRA has a similarly broad definition of employer. USERRA broadly defines "employer" as "any person, institution, organization, or other entity that pays salary or wages for work performed or that has control over employment opportunities including ... a person, institution, organization, or other entity to whom the employer has delegated the performance of employment-related responsibilities."[2]

"Employer" has been interpreted to include individuals who have authority to hire and fire, such that personal liability may attach under USERRA. In this case, all three defendants were named in their individual capacities.

Moreover, in contrast to Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA), which generally apply to

employers with 15 or more employees, USERRA covers all public and private employers, regardless of size. Therefore, even assuming the defendants did not employ more than 15 employees including the plaintiff, USERRA would still apply.

3. The importance of temporal proximity. In evaluating USERRA claims, courts generally look to whether an employer was motivated by a plaintiff's military membership or obligations. In this case, the plaintiff alleges that he was terminated on the day he returned from military leave. As with other employment discrimination laws, courts evaluating USERRA claims often look at whether an adverse action occurred around the time that a USERRA plaintiff took military leave (*i.e.*, the temporal proximity between the protected activity and the adverse action). A closer temporal proximity generally helps a plaintiff establish USERRA claims.

4. USERRA's broad reemployment protections. USERRA does not contain eligibility requirements like other employment laws. For example, under the Family and Medical Leave Act (FMLA), an employee must have worked 1,250 hours during the 12 months prior to the start of leave to be eligible for FMLA leave. USERRA contains no similar requirements. In this case, the plaintiff was employed for a relatively short period of time, but that does not matter for USERRA purposes.

5. Protection against discharge. USERRA not only prohibits discrimination — it goes much further, modifying the "employment at will" doctrine by providing broad protections against discharge. Under USERRA, a reemployed employee may not be discharged without cause: (1) for 180 days after the employee's date of reemployment if their most recent period of uniformed service was more than 30 days but less than 181 days; or (2) for one year after the date of reemployment if the employee's most recent period of uniformed service was more than 180 days.[3]

Cause for discharge may be based on conduct or the application of legitimate nondiscriminatory reasons, but the employer bears the burden in either situation,[4] in contrast to Title VII, for example, where the employer's burden is merely to articulate a non-discriminatory reason for its adverse action.

Importantly, individuals who serve for 30 or fewer days are not protected from discharge without cause. However, they are protected from discrimination because of military service or obligation.

Conclusion

While USERRA litigation is not so common as claims under Title VII and the ADA, the Woody Allen case shows that employers, even celebrity household employers, need to be aware of all laws that are triggered the moment they interview or hire someone (*e.g.*, any household staff: a chef, a nanny, a cleaner, *etc.*).

Notes

[1] See 20 C.F.R. § 1002.41.

[2] 38 U.S.C. § 4303(4)(A).

[3] 20 C.F.R. § 1002.247.

[4] 20 C.F.R. § 1002.248.

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