

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

TAIDGH BARRON,

Plaintiff(s),

-against-

NYP HOLDINGS, INC., d/b/a THE NEW YORK POST,

Defendant(s).

Index No. [REDACTED]

Summons

Date Index No. Purchased: [REDACTED]

To the above named Defendant(s)

NYP HOLDINGS, INC., d/b/a THE NEW YORK POST
1211 Avenue of the Americas
New York, NY 10036

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Plaintiff's residence
which is 4 Peter Cooper Road, Apt. 4E, New York, NY 10010.

Dated: New York, New York
April 26, 2021

RUBIN EMPLOYMENT LAW

by Alix R. Rubin

Alix R. Rubin, Esq.

Attorneys for Plaintiff

Taidgh Barron

30 Wall Street, 8th Floor
New York, NY 10005
347-756-4828

695 US Highway 46 West, Suite 404
Fairfield, NJ 07004
973-787-8442

arubin@alixrubinlaw.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

_____ X

TAIDGH BARRON,

Index No.:

Plaintiff,

COMPLAINT

- against -

NYP HOLDINGS, INC., d/b/a THE NEW YORK POST,

Defendant.

_____ X

Plaintiff Taidgh Barron, by and through his attorneys, Rubin Employment Law, brings this Complaint against NYP Holdings, Inc., d/b/a The New York Post (“Defendant”) and alleges as follows:

NATURE OF THE ACTION

1. Barron brings this action based on Defendant’s violation of New York Labor Law §740 in conjunction with its violations of the federal Occupational Safety and Health Act of 1970 (“OSHA”).

2. Defendant violated the “general duty clause” of OSHA when it failed to provide Barron and other *New York Post* photographers and reporters with adequate personal protective equipment (“PPE”) to protect against the transmission of the deadly COVID-19 virus while covering the pandemic in New York City, thus creating a danger to Barron, to all other *New York Post* employees, and to the general public with whom they came into contact.

3. Defendant also violated OSHA when it failed to provide Barron and other *New York Post* photographers and reporters with PPE to protect against injury while covering the Black Lives Matter protests in New York City, which turned into riots and looting.

4. As such, Defendant violated New York Labor Law §740 when it terminated Barron's employment in retaliation for his complaints about lack of sufficient coronavirus PPE and lack of any civil unrest PPE.

THE PARTIES, JURISDICTION AND VENUE

5. Plaintiff Taidgh Barron is an individual residing in New York County, New York, residing within the jurisdiction of this Court.

6. Defendant publishes the *New York Post* ("The Post" or "Post"), a daily tabloid newspaper in New York City ranked as the fourth largest newspaper in the United States by circulation.

7. At all times relevant to the Complaint, Defendant employed Barron at its office and principal place of business in New York County, New York, also within the jurisdiction of this Court.

8. Jurisdiction of this Court is proper pursuant to CPLR § 301.

9. Venue for this action in the Supreme Court of New York, New York County, is proper pursuant to CPLR § 503 (a) and New York Labor Law § 740 (4)(b).

10. At all times relevant to this action, Barron was an "Employee" within the meaning of New York Labor Law § 740 (1)(a).

11. At all times relevant to this action, Defendant was an "Employer" within the meaning of New York Labor Law § 740 (1)(b).

12. At all times relevant to this action, Chris Dougherty, *Post* director of photography, was a "Supervisor" within the meaning of New York Labor Law § 740 (1)(f).

FACTUAL ALLEGATIONS

Barron's Employment with *The Post*

13. Barron began working for *The Post* as a staff photographer in or about September 2019.

14. Barron invested significant time and effort to secure the highly competitive position of staff photographer for *The Post*. He obtained a New York Police Department Press Credential, became a member of the New York Press Photographers Association and gained experience by working the streets for four years.

15. Barron's qualifications impressed *The Post*, and his supervisors made it clear from the beginning that they were grooming him to be a long-term employee. *The Post* gave Barron opportunities and training consistent with its intention to employ him on a long-term basis.

16. On Barron's first day on the job, the head and associate photo editors sent him out, along with veteran staff photographer Tamara Beckwith, to cover a lawsuit. Beckwith did not normally photograph these types of assignments, but *The Post* wanted Barron to receive the benefit of her training and guidance.

17. A month later, the two photo editors sent Barron to Manhattan Criminal Court for one week to be trained by longtime *Post* freelance court photographer Steven Hirsch. Hirsch taught Barron the rules of photographing in court, how to scope out news in court photography and how to catch people in the building to secure information and photos.

18. On October 24, 2019, *The Post* sent Barron to Hoboken, New Jersey to cover a makeup artist who had found drugs and paraphernalia in her latest shipment of beauty supplies from Sephora. David Rentas, head photo editor, explained to Barron that he wanted him to become familiar with filing an expense report on an out-of-state assignment to prepare him for

more long-distance assignments. Rentas told Barron to be prepared to travel to more out-of-state assignments.

19. On November 4, 2019, *The Post* sent Barron to Washington, D.C. with a reporter to stake out the Ukraine whistleblower. *The Post* did not use its standard practice of hiring a local freelancer, because it wanted to provide Barron with valuable training.

20. After returning from D.C., Barron suggested to Rentas that he obtain a White House Hard Pass to enable him to cover President Donald Trump during the upcoming election. Rentas told Barron that this was a great idea, and he would work on it. Clearly, Rentas expected that Barron would still be with *The Post* during the election season.

21. Rentas also made it clear to Barron that he wanted him to work every holiday possible during his first year at *The Post* to gain experience working important annual events.

Barron Reports Dangers Posed by Coronavirus and Requests PPE

22. On January 24, 2020, *The Post* reported on the United States' first case of COVID-19.

23. On or about January 24, 2020, *The Post* assigned Barron to cover Halpern's Pharmacy, because it was already running out of face masks. About one week later, the manager of the pharmacy told Barron that a person working for Reuters had purchased all of the face masks in the store for Reuters employees. On that same date, *The Post* reported that Mayor Bill de Blasio said the coronavirus would reach NYC "sooner rather than later."

24. On January 30, 2020, the World Health Organization declared the virus a global health emergency.

25. On January 31, 2020, *The Post* reported on the first-known NYC resident to be tested on suspicion of contracting COVID-19.

26. Barron immediately understood the gravity of the situation. He knew that the introduction and spread of a dangerous virus in a densely populated metropolis like NYC posed a great risk to all of its residents.

27. On or about February 6, 2020, Barron reported to his supervisor, Chris Dougherty, director of photography, that he required PPE to protect himself and others from contracting the coronavirus. Dougherty denied Barron's request.

28. One week later, on February 13, 2020, *The Post* ran an article titled, "Coronavirus can be spread by people who don't show symptoms, CDC warns." The story reported that the director of the Centers for Disease Control and Prevention said, "What I've learned in the last two weeks is that the spectrum of this illness is much broader than was originally presented. There's much more asymptomatic illness."

29. On or about February 20, 2020, Barron again met with Dougherty and requested PPE a second time. Again, Dougherty did not take Barron's request seriously and advised him that *The Post* would not provide him with PPE of any kind.

30. Only six days later, *The Post* ran a story titled, "New York needs more masks amid coronavirus outbreak." In that article, *The Post* reported, "Many pharmacies across the Big Apple told *The Post* that they have been sold out of masks for weeks — or can't keep up with demand."

31. On March 12, 2020, *The Post* printed an article (with an accompanying photograph Barron took) criticizing "Mayor Bill de Blasio and his public health team" for stressing that, "though the coronavirus is certainly contagious, the mechanics of transmission are relatively limited." The article reported,

The claim that the coronavirus dies quickly upon exposure to the atmosphere is striking; it also seems to contradict information elsewhere. The World Health Organization says that the novel coronavirus appears to

behave similarly to related viruses and “may persist on surfaces for a few hours or up to several days.” A recent article in the Journal of Hospital Infection suggests that, depending on the surface material, it can remain infectious for up to nine days.

32. The next day, on March 13, 2020, *The Post* reported, “Spread of coronavirus ‘much worse’ than Ebola, expert claims.” The article stated, in part, “The global spread of the coronavirus is ‘much, much worse’ than seen with Ebola – which, unlike COVID-19, ‘requires very close contact for transmission’ according to the professor who helped discover the earlier illness.”

33. Four days later, on March 17, 2020, *The Post* ran an article titled “86% of people with coronavirus are walking around undetected, study says.”

34. Meanwhile, without providing Barron with the requested PPE, *The Post* continued to require him to cover stories that put him at an even higher risk than most people of contracting and spreading the virus.

35. On multiple days, *The Post* assigned Barron to ride the subways to determine the impact of the virus in that setting. Barron took photographs of transit workers and riders wearing protective masks and of police officers requiring homeless people to leave the cars and stations to prevent the virus from spreading.

36. *The Post* repeatedly sent Barron to Bellevue Hospital to photograph: (1) new morgue construction necessitated by the pandemic; and (2) the transport of corpses whose deaths resulted from COVID-19.

37. On March 24, 2020, *The Post* assigned Barron to cover the press conference that Patrick Foye, chairman and chief executive officer of the Metropolitan Transportation Authority (“MTA”), held at MTA Headquarters. The only photographer at the event, Barron was required

to be within close proximity of Foye, who was not wearing a mask. The next day, Foye tested positive for the coronavirus.

38. Three days later, Barron expressed his concern to *The Post* associate photo editor about his encounter with Foye. The editor asked Barron whether he had physically touched Foye. Barron explained that he had been in close proximity to Foye, who was contagious and unmasked, but had not touched him. The editor sent Barron back out into the field.

39. On or about March 27, 2020, *The Post* assigned Barron to cover a story regarding two condominium associations whose porters and doormen had contracted COVID-19. The associations had asked the residents to fill in while the porters and doormen were sick. Barron's assignment was to stand outside two known COVID-19 hot spots to interview and photograph building residents who had been exposed to the deadly virus.

40. By March 31, 2020, in the span of only one month, more than 1,000 NYC residents had died from COVID-19, as reported by *The Post*.

41. *The Post* continued to put Barron at risk so he could provide firsthand coverage of the virus. On or about April 4, 2020, Dougherty required Barron to go to Grand Central Station to shoot a time-lapse video spanning 15 hours. As a result, Barron was exposed to hundreds of individuals who pass through Grand Central over the course of an entire day and evening. He was also exposed to highly vulnerable members of the homeless population.

42. On April 12, 2020, *The Post* reported that one of its sports photographers, Anthony Causi, had died from COVID-19. Three days later, Governor Andrew Cuomo issued an Executive Order requiring everyone in NYC to wear a mask in public.

43. On April 15, 2020, the *New York Times* published an article indicating that the *Wall Street Journal* was providing PPE (KN95 masks, gloves and hand sanitizer) to their freelance photographers. Nevertheless, *The Post* continued to fail to provide any PPE to Barron.

44. On April 20, 2020, *The Post* reported, “New York City’s death toll stands at 13,683 – including probable and confirmed coronavirus cases.”

Barron Reports Being Assaulted And Requests Civil Unrest PPE

45. On May 25, 2020, George Floyd, a Black American man, was killed in Minneapolis, Minnesota while in police custody. This event sparked national unrest and both peaceful and violent protests in NYC and other cities throughout the country.

46. By email dated June 2, 2020, Barron reported to Dougherty and to the Photo Desk that he had twice been assaulted while taking photographs of looters and rioters.

47. Three days later, Barron emailed Dougherty and inquired whether *The Post* would be providing civil unrest PPE – press helmets, vests and eye protection – for photographers and reporters. In that email, Barron referenced *The Post*’s failure to provide coronavirus PPE. Dougherty never responded to Barron’s email.

Defendant Illegally Retaliates Against Barron By Terminating his Employment

48. On July 22, 2020, less than two months after Barron’s request for civil unrest PPE and five months after his request for coronavirus PPE, Defendant terminated Barron’s employment. Defendant claimed that its decision was a financial one.

49. At the same time Defendant fired Barron, it rehired “runners” who had been furloughed in April. Runners are entry-level reporters who work the street and feed copy to rewrite desks. Their primary responsibility is to find stories by being on the scene. Throughout the runner furlough, Barron had handled both runner and reporter job responsibilities.

50. In addition, Defendant hired more expensive freelance photographers to fill the void left by Barron’s absence. Since Barron was fired, Defendant has continued to hire freelance photographers for work Barron could have done for considerably less money.

FIRST CAUSE OF ACTION**(Violation of New York Labor Law §740 – Retaliation for Whistleblowing)**

51. Barron repeats and realleges each allegation contained in Paragraphs 1 through 50 as if fully set forth herein.

52. New York Labor Law §740 prohibits retaliatory personnel action against an employee who “blows the whistle” on an employer whose unlawful conduct endangers the public health or safety.

53. The New York whistleblower law specifically provides that, “An employer shall not take any retaliatory personnel action against an employee because such employee . . . discloses . . . to a supervisor . . . an activity, policy or practice of the employer that is in violation of a law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety” Labor Law § 740(2)(a).

54. Barron complained on numerous occasions to his *Post* supervisor, Chris Dougherty, about: (1) the lack of coronavirus PPE; (2) being required to work in close proximity to people infected and possibly infected with COVID-19; and (3) the lack of civil unrest PPE.

55. Defendant failed to provide any of the requested PPE.

56. When Defendant failed to provide adequate coronavirus PPE to Barron, it created a danger not only to him and to all *Post* employees, but to the general public with whom Barron and other *Post* employees came into contact daily. Absent coronavirus PPE, Barron and all *Post* employees were at risk of contracting COVID-19 and of spreading it to other NYC residents.

57. When Defendant failed to provide any civil unrest PPE, it put Barron and other *Post* employees at risk of grave injury when covering looting and rioting.

58. Defendant thus violated OSHA’s “general duty clause,” Section 5(a)(1), which provides that every employer “shall furnish to each of his employees employment and a place of

employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees” 29 USC § 654(a)(1).

59. By terminating his employment, Defendant retaliated against Barron, in violation of New York Labor Law § 740, for reporting to his supervisor that Defendant violated OSHA’s general duty clause by failing to provide PPE to photographers and reporters who were covering a pandemic and civil unrest.

60. As a direct and proximate result of Defendant’s violation of New York Labor Law § 740, Barron has suffered significant economic loss, physical and emotional distress, embarrassment, damage to his career, and other adverse effects on his daily life.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- a. an injunction to restrain continued violation of New York Labor Law §740;
- b. full compensation for back pay, front pay, benefits, and other remuneration with interest;
- c. compensatory damages;
- d. consequential damages;
- e. reinstatement with full fringe benefits and seniority rights;
- f. pre- and post-judgment interest;
- g. reasonable attorneys’ fees, costs and disbursements in this action; and

h. such other relief as the Court deems equitable and just.

RUBIN EMPLOYMENT LAW

By: 
Alix R. Rubin
30 Wall Street
8th Floor
New York, NY 10005
347-756-4828

– and –

695 US Highway 46 West
Suite 404
Fairfield, NJ 07004
973-787-8442

arubin@alixrubinlaw.com
Attorneys for Plaintiff

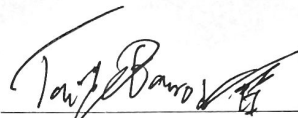
Dated: New York, New York
April 26, 2021

VERIFICATION

Taidgh Barron, being duly sworn, deposes and says:

I am the plaintiff in the above-titled action. I have read the foregoing Complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in Subsection (c) of Section 230-1.1 of the Rules of the Chief Administrative Judge (22 NYCRR).



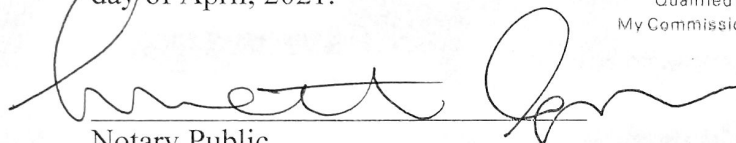
Taidgh Barron

Sworn to before me this

23rd

day of April, 2021.

LISSETTE APOLO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AP6319820
Qualified in Queens County
My Commission Expires 02-23-2023



Notary Public