

3. In light of Ms. Reingold's stellar performance and extensive experience, colleagues and industry insiders saw her as the natural successor when former New York Tri-State Area Leader Joe Harbert moved on from his position in May 2012.

4. Despite Ms. Reingold's qualifications, C&W management discriminated against her on the basis of her gender and age, first by paying her less than men who performed equal work in jobs requiring equal skill, effort and responsibility, and ultimately by failing to promote her to the position of President of its New York Tri-State Region.

5. Instead of promoting Ms. Reingold, C&W hired Ron Lo Russo, a 38-year-old outsider with *no* broker management experience who did not even meet the qualifications outlined in the Company's own job description. An article in *Crain's New York Business* chronicling the Company's failure to promote Ms. Reingold noted that "bringing [Lo Russo] in to replace Ms. Reingold marks another occasion in which a high ranking position in the real estate business has gone to a man, a move sure to feed perceptions of the industry as a male bastion."

6. Ms. Reingold brings this action because Defendant Cushman & Wakefield has discriminated against her on the basis of gender and age in compensation, promotion, and other terms, conditions, and privileges of her employment, and has further retaliated against her for complaining about and seeking redress of this discrimination. Cushman & Wakefield has hereby violated the New York State Human Rights Law, Executive Law § 296 *et seq.* ("NYSHRL"), the Administrative Code of the City of New York City § 8-101 *et seq.* ("NYCHRL"), the New York Equal Pay Act, NY Lab. Law. § 194 ("NYEPA"), and NY Lab. Law § 215. Ms. Reingold also brings this action for breaches of contract under New York State common law.

7. Ms. Reingold seeks back pay; unpaid wages; compensatory and punitive damages; liquidated damages; attorneys' fees, costs and expenses; pre- and post-judgment interest; and other appropriate legal relief pursuant to the NYEPA, NYSHRL, NYCHRL, NY Lab. Law § 215 and New York State common law.

II. JURISDICTION AND VENUE

8. This Court has personal jurisdiction over the Defendant under CPLR §§ 301 and 302. Defendant is situated in New York State, and committed in this state the wrongful acts of which Plaintiff complains.

9. Venue belongs in New York County. The wrongful conduct producing this lawsuit happened in Manhattan and Defendant transacts substantial business in this County.

III. PARTIES

A. The Plaintiff

10. Plaintiff Suzy Reingold is a 66-year-old female resident of Manhattan, New York.

11. At all relevant times Ms. Reingold was and remains employed by Cushman & Wakefield in the City and State of New York.

12. In 2005, Defendant Cushman & Wakefield, Inc. hired Ms. Reingold as Executive Managing Director for its New York City offices.

13. At all times during her employment with Defendant, Ms. Reingold has worked and continues to work in Cushman & Wakefield's Manhattan offices.

B. The Defendant

14. Defendant Cushman & Wakefield, Inc. is an international real estate company with locations in multiple cities around the world. The Company has 253 offices in 60 countries and nearly 15,000 employees. The Company has its headquarters in Manhattan.

15. According to its website, Cushman & Wakefield is the largest private real estate services company in the world.

16. Defendant is an employer within the meaning of the NYEPA, NYSHRL and NYCHRL.

IV. FACTUAL ALLEGATIONS

A. **Background**

17. Ms. Reingold received her law degree from New York University in 1971. Prior to her career in real estate management, she was the first female partner at the law firm of Schulte Roth & Zabel LLP.

18. After seven years at the industry-leading firm of CB Richard Ellis (formerly Insignia/ESG), Ms. Reingold was recruited by former C&W New York Area Leader Joseph Harbert in 2005 to manage the Company's New York City offices.

19. Over the course of her first seven years at Cushman & Wakefield, Ms. Reingold managed hundreds of brokers, received the highest possible performance ratings, and was generally viewed by both her supervisors and colleagues as the natural successor to the New York Area Leader position.

B. **Cushman and Wakefield Pays Ms. Reingold Less Than Similarly Situated Male Employees for Equal Work**

20. Despite Ms. Reingold's extensive responsibilities and impressive performance, Cushman & Wakefield failed to compensate her at a level consistent with her work and in line with the Company's compensation of male employees in comparable positions.

21. For example, Ms. Reingold managed over 180 brokers and over 190 non-broker staff as head of the Midtown and Downtown New York offices of the Company, whereas

Stamford/Westchester Market Leader James Fagan and New Jersey Market Leader Gil Medina together supervised half that number.

22. Ms. Reingold also has more industry experience than either Fagan or Medina.

23. Despite her greater experience and heavier workload, however, Ms. Reingold's total paid compensation was at least \$100,000 less than Mr. Medina's for every year from 2007-2010, and was lower than Mr. Fagan's in all but one of those years.

24. Ms. Reingold's compensation was not adjusted to reflect the significant new responsibilities she took on after Mr. Harbert's departure and her success therein.

C. Breach of Contract

25. On December 19, 2005, Plaintiff Reingold and Cushman & Wakefield signed an Employment Contract that guaranteed Plaintiff a salary of \$250,000 per annum.

26. On January 1, 2008 the aforementioned contract was modified to, inter alia, extend the term of the Employment Contract until December 31, 2009, and to guarantee Plaintiff Reingold an annual salary of \$300,000 per annum.

27. On December 17, 2008, Ms. Reingold received a letter from John Santora, then-President and CEO of the Americas at C&W, stating that salaried employees earning \$125,000 or more annually, including Ms. Reingold, would receive a 5% base compensation reduction for the calendar year 2009.

28. Plaintiff subsequently complained to the then-General Counsel of C&W, Kenneth Singleton, among others, that the 5% cut to her salary violated her contract. In response to an email, Singleton came to Ms. Reingold's office in person and told her that unless she was planning to leave the firm she should not pursue this issue further.

D. Denial of Promotion of Plaintiff Reingold

29. The discriminatory failure to promote Ms. Reingold to President of the New York Tri-State Region after an unnecessary and improperly conducted national search is only the most recent and egregious example of the age and gender discrimination that permeates the Company's culture.

30. The Company embarked on an executive search to fill the New York Area Leader position (now re-titled New York Tri-State Region President) after Mr. Harbert's departure from the Company, even though Ms. Reingold was not only eminently qualified for the position but was already effectively carrying out its responsibilities.

31. By contrast, where a promising *male* candidate was positioned to accept a comparable position, the Company did not bother with a national search and instead usually engaged in its own informal hiring and promotion process.

32. For example, Eastern Region President Bill Wagner was hired, promoted, and saw his area of responsibility expanded *three times* without ever being asked to participate in an executive search process.

33. C&W promoted male executives Shawn Mobley, Joe Vargas, and Mark Wanic without having those male executives go through outside searches.

34. Already held back by her gender, Ms. Reingold found herself further hindered in her advancement at C&W by her age, because of the Company's increasingly aggressive pursuit of a "youthful" image to the detriment of its older employees, even at the highest levels.

35. On several occasions, high-level Company executives made troubling comments about older employees, calling them "dinosaurs" and denigrating their contributions to the business.

36. Former Company President and CEO Glenn Rufrano commented in February 2012 that “we need young people, we need young management, we need young people in this office.”

37. Despite the Company’s choice to embark on a search, Ms. Reingold also appeared to be the front-runner for the position of New York Tri-State Region President.

38. On multiple occasions, C&W CEO of the Americas Jim Underhill reassured Ms. Reingold that the “job is yours.”

39. However, C&W management awarded the position of New York Tri-State Region President to Mr. Lo Russo, a thirty-eight year old former mid-level leasing agent and chairman of the Young Men’s/Women’s Real Estate Association of New York, who lacked even the qualifications set out in the executive search job description for the position.

40. Lo Russo first came to the attention of Company management when Ms. Reingold herself suggested hiring him for a middle management position appropriate to his level of experience.

41. When Ms. Reingold suggested Lo Russo as a potential candidate to CEO Underhill, Underhill’s only question about the candidate, on two separate occasions, was “How old is he?”

42. Ms. Reingold met all of the criteria for a qualified candidate, including the minimum of 15 years of relevant real estate management experience and a “proven track record of managing, developing and retaining high-performance transactional professionals and senior managers.” Mr. Lo Russo, by contrast, was a Company outsider with *no* management experience.

43. Elevating a highly qualified internal candidate like Ms. Reingold would have been consistent with C&W's much touted Company policy of promoting from within.

44. C&W management was surprisingly publicly candid about its rationale for this otherwise inexplicable choice. As CEO Underhill noted in one published comment on the hiring of Lo Russo, "This is a perfect example of the transformation that is occurring here. What's notable is that he's a young guy coming in to run a significant part of our business."

45. C&W management considered President Lo Russo's age so notable that the Company highlighted it in the press release announcing his appointment. Though the same press release mentioned Ms. Reingold, her age was not mentioned.

46. Upon President Lo Russo's hiring, CEO Underhill informed Ms. Reingold that C&W was going to "promote" her to the newly-created position of New York Tri-State Chief Operating Officer ("COO"). CEO Underhill informed Ms. Reingold that she would be equal in this position to her West Coast counterpart, Western Region COO Joe Cook. While COO Cook has the corporate title of Executive Vice President, Ms. Reingold to date remains at the lower level of Executive Managing Director.

47. Shortly after her "promotion" to COO, noting that her corporate title had not in fact been changed to match that of her male counterpart in the Western region, Ms. Reingold requested a title change from Human Resources. She was subsequently informed that C&W management had denied her request.

48. While CEO Underhill had represented to Ms. Reingold that as COO she would be part of the C&W Americas Management Team, this never came to pass. There is no indication that an "Americas Management Team" even exists at C&W.

E. Retaliation Against Ms. Reingold

49. Instead of gaining new powers and responsibilities as a result of her “promotion,” Ms. Reingold has been stripped of many of her former responsibilities and marginalized by Company management since bringing her complaints of gender and age discrimination to the Company.

50. In one example, CEO Underhill intervened to remove Ms. Reingold from the negotiations she was conducting in conjunction with John Cushman for C&W’s new downtown office location, stating that the “significance” of the deal warranted her replacement by President Lo Russo.

51. The stress of Ms. Reingold’s current work situation continues to take its toll on her. Since his appointment as President of the New York Tri-State Region, Ron Lo Russo himself has also gone out of his way to exclude Ms. Reingold from key decisions and question her authority.

52. Although Ms. Reingold endured the indignity of a sham search process and years of underpayment with a composed and professional demeanor, the discriminatory treatment to which she has been subjected has taken a toll on her, both emotionally and physically.

53. In the last year, Ms. Reingold has experienced physical symptoms of stress and anxiety, including stress-induced exacerbations of chronic health conditions that have forced her to seek medical treatment.

54. The Company’s actions have also caused Ms. Reingold considerable reputational harm in the New York real estate community, significantly limiting her future opportunities in the industry.

COUNT I

**VIOLATION OF N.Y. LABOR LAW § 194
DENIAL OF EQUAL PAY FOR EQUAL WORK**

55. Plaintiff Suzy Reingold re-alleges and incorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as though fully set forth herein.

56. Defendant, an employer of Plaintiff within the meaning of the New York Equal Pay Law, has discriminated against Plaintiff in violation of New York Labor Law § 194, by subjecting her to unequal pay on the basis of sex.

57. Defendant has discriminated against Plaintiff by treating her differently from and less preferably than similarly-situated male employees who performed jobs which required equal skill, effort, and responsibility, and which were performed under similar working conditions. Defendant so discriminated by subjecting Plaintiff to discriminatory pay, discriminatory denials of promotions and other advancement opportunities that would result in higher compensation, and other forms of discrimination in violation of the New York Equal Pay Law.

58. Defendant caused, attempted to cause, contributed to, or caused the continuation of, the wage rate discrimination based on sex in violation of the New York Equal Pay Law. Moreover, Defendant willfully violated the New York Equal Pay Law by intentionally paying Plaintiff less than men as described above.

59. Plaintiff is therefore entitled to all remedies available for violations of N.Y. Labor Law § 194, including liquidated damages and attorneys' fees and costs for all willful violations.

COUNT II

**VIOLATION OF N.Y. LABOR LAW § 215
RETALIATION**

60. Plaintiff re-alleges and incorporates by reference each and every allegation in each and every aforementioned paragraph as if fully set forth herein.

61. In retaliation for Ms. Reingold's complaints about age and gender discrimination at Cushman & Wakefield, Defendant has taken and continues to take adverse employment actions against her.

62. Among other things, Cushman & Wakefield management has retaliated against Ms. Reingold by stripping her of many of her former responsibilities and marginalizing her.

63. Because of Defendant's conduct as alleged herein, Ms. Reingold is entitled to all remedies available under the New York Equal Pay Law.

COUNT III

**VIOLATION OF NEW YORK EXECUTIVE LAW § 296, subd. 1(a)
PAY DISCRIMINATION**

64. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the aforementioned paragraphs as though fully set forth herein.

65. Defendant Cushman & Wakefield has discriminated against Plaintiff in violation of Section 296, subdivision 1(a) of the New York Executive Law, by subjecting her to different treatment on the basis of her gender and age.

66. Defendant has discriminated against Plaintiff by subjecting her to discriminatory pay in violation of the New York Executive Law.

67. As a result of Defendant's conduct alleged in this complaint, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost benefits, lost future employment opportunities, other financial loss, and non-economic damages.

68. Because of Defendant's discriminatory conduct as alleged herein, Ms. Reingold is entitled to all legal remedies available for violations of the New York Executive Law.

COUNT IV

VIOLATION OF NEW YORK EXECUTIVE LAW § 296, subd. 1(a) PROMOTION DISCRIMINATION

69. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the aforementioned paragraphs as though fully set forth herein.

70. Defendant Cushman & Wakefield has discriminated against Plaintiff in violation of Section 296, subdivision 1(a) of the New York Executive Law, by subjecting her to different treatment on the basis of her gender and age.

71. Defendant has discriminated against Plaintiff by subjecting her to discriminatory denial of promotion in violation of the New York Executive Law.

72. As a result of Defendant's conduct alleged in this complaint, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost benefits, lost future employment opportunities, other financial loss, and non-economic damages.

73. By reason of Defendant's discriminatory conduct as alleged herein, Ms. Reingold is entitled to all legal remedies available for violations of the New York Executive Law.

COUNT V

**VIOLATION OF NEW YORK EXECUTIVE LAW § 296
RETALIATION**

74. Plaintiff Reingold re-alleges and incorporates by reference each and every allegation in each and every aforementioned paragraph as if fully set forth herein.

75. In retaliation for Ms. Reingold's complaints about age and gender discrimination at Cushman & Wakefield, Defendant has taken and continues to take adverse employment actions against her.

76. Among other things, Cushman & Wakefield management has retaliated against Ms. Reingold by stripping her of many of her former responsibilities and marginalizing her.

77. Because of Defendant's retaliation, Ms. Reingold is entitled to all remedies available under the New York Executive Law.

COUNT VI

**VIOLATION OF NYC ADMINISTRATIVE CODE §§ 8-107, subd. 1(a)
PAY DISCRIMINATION**

78. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the aforementioned paragraphs as though fully set forth herein.

79. Defendant has discriminated against Plaintiff in violation of Section 8-107, subdivision 1(a) of the New York City Administrative Code, by subjecting her to different treatment on the basis of her gender and age.

80. Defendant has discriminated against Plaintiff by subjecting her to discriminatory pay in violation of the New York City Administrative Code.

81. As a result of Defendant's conduct alleged in this complaint, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost benefits, lost future employment opportunities, other financial loss, and non-economic damages.

82. Because of Defendant's conduct as alleged herein, Ms. Reingold is entitled to all legal remedies available for violations of the New York City Administrative Code, including an award of punitive damages.

COUNT VII

VIOLATION OF NYC ADMINISTRATIVE CODE §§ 8-107, subd. 1(a) PROMOTION DISCRIMINATION

83. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the aforementioned paragraphs as though fully set forth herein.

84. Defendant has discriminated against Plaintiff in violation of Section 8-107, subdivision 1(a) of the New York City Administrative Code, by subjecting her to different treatment on the basis of her gender and age.

85. Defendant has discriminated against Plaintiff by subjecting her to discriminatory denial of promotion in violation of the New York City Administrative Code.

86. As a result of Defendant's conduct alleged in this complaint, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost benefits, lost future employment opportunities, other financial loss, and non-economic damages.

87. By reason of Defendant's conduct as alleged herein, Ms. Reingold is entitled to all legal remedies available for violations of the New York City Administrative Code, including an award of punitive damages.

COUNT VIII

**VIOLATION OF NEW YORK CITY ADMINISTRATIVE CODE § 8-107, subd. 7
RETALIATION**

88. Plaintiff Reingold re-alleges and incorporates by reference each and every allegation in each and every aforementioned paragraph as if fully set forth herein.

89. In retaliation for Ms. Reingold's complaints about age and gender discrimination at Cushman & Wakefield, Defendant has taken and continues to take adverse employment actions against her.

90. Among other things, Cushman & Wakefield management has retaliated against Ms. Reingold by stripping her of many of her former responsibilities and marginalizing her.

91. By reason of Defendant's retaliation, Ms. Reingold is entitled to all remedies available for violations of the New York City Administrative Code, including an award of punitive damages.

COUNT IX

BREACH OF CONTRACT

92. Plaintiff Reingold re-alleges and incorporates by reference each and every allegation in each and every aforementioned paragraph as if fully set forth herein.

93. On December 19, 2005, an Employment Contract was signed between Plaintiff Reingold and Cushman & Wakefield guaranteeing Plaintiff a salary of \$250,000 per annum.

94. On January 1, 2008 the aforementioned contract was modified to, *inter alia*, extend the term of the Employment Contract until December 31, 2009, and to guarantee Plaintiff Reingold an annual salary of \$300,000 per annum.

95. On December 17, 2008, Ms. Reingold received a letter from John Santora, then-President and CEO of the Americas at C&W, stating that salaried employees earning \$125,000 or more annually, including Ms. Reingold, would receive a 5% base compensation reduction for the calendar year 2009.

96. Plaintiff subsequently complained to the then-General Counsel of C&W, Kenneth Singleton, among others, about the 5% cut to her salary in violation of her contract. In response to an email, Singleton came to Ms. Reingold's office in person and told her that unless she was planning to leave the firm she should not pursue this issue.

97. Plaintiff performed her duties and obligations under the employment contract.

98. As a result of Defendant's wrongful, intentional and willful reduction of Plaintiff's salary by 5%, Defendant materially breached the terms of the employment contract.

99. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Suzy Reingold requests the following relief:

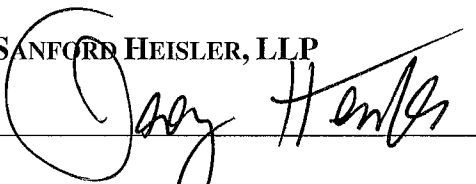
- a. An award of back pay, unpaid wages, liquidated damages, compensatory damages and punitive damages, in the amount of \$20,000,000;
- b. Attorneys' fees, costs, and expenses;
- c. Prejudgment and post-judgment interest.

JURY DEMAND

Plaintiff demands a trial by jury of all issues.

Dated: October 21, 2013

SANFORD HEISLER, LLP

A handwritten signature in black ink, appearing to read "Jeremy Heisler", is written over a horizontal line. The signature is stylized and cursive.

Jeremy Heisler (1653484)

Deborah Marcuse (4799649)

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