



culminates with the ringing of the bell by one white male ambassador while another stands next to him pumping his fist in the air; the rest of the ambassadors—mostly women in the foreground—stand to either side, smiling and applauding.

3. As the only African American female executive leading a service line at Cushman & Wakefield (and one of only two female service line leaders at the Company), Plaintiff Urquhart-Bradley became accustomed to playing the role of ambassador for “diversity” at C&W, which regularly deployed her to project a public image that was at odds with a deeply entrenched culture of discrimination against women and people of color.

4. In fact, Ms. Urquhart-Bradley’s own rise to national leadership at C&W had almost been derailed in 2010 when John Busi, then-President of Global Valuation and Advisory (“V&A”) for C&W, sought to promote her to Head of V&A for the United States.

5. Specifically, then-CEO of the Americas for C&W, Jim Underhill, told Mr. Busi that he didn’t believe that Ms. Urquhart-Bradley was right for the role. When pressed, however, Mr. Underhill was unable to articulate any specific concerns about Plaintiff’s performance.

6. Both Mr. Busi and Plaintiff assumed that C&W’s reluctance to promote Plaintiff was due at least in part to her gender (female) and race (African American). Nevertheless, Mr. Busi—a white male who strongly supported Plaintiff’s candidacy—prevailed, and Ms. Urquhart-Bradley received the promotion to Head of V&A for the United States in 2010.

7. Thanks to her superior performance in that role over the six years that followed, Ms. Urquhart-Bradley was the obvious choice to succeed Mr. Busi as President of Global V&A when, in August 2016, he left C&W to start a V&A division for its competitor, Newmark Knight Frank.

8. While Cushman & Wakefield was happy to offer Plaintiff her white male predecessor's job responsibilities, it refused to give her Mr. Busi's global title to accompany them; instead, C&W offered Ms. Urquhart-Bradley the lesser title of President of V&A Americas.

9. Even after subjecting Plaintiff to this glaringly unequal treatment, when C&W attempted to establish a Diversity & Inclusion Council ("Diversity Council") the following year, the Company predictably turned to Ms. Urquhart-Bradley once again, seeking her participation as a member of the group's Executive Committee.

10. The first meeting of the Diversity Council took place on June 22, 2017 and focused on the lack of diversity at C&W, particularly in revenue-generating leadership roles. At the time, Ms. Urquhart-Bradley was still one of only two female service line leaders; she and her sole female counterpart regularly commiserated about their exclusion from Executive Leadership communications.

11. At that meeting, participants learned that the statistics on racial diversity at C&W were even worse than those on gender. One attendee noted that CEO Tod Lickerman had just gone through a succession plan and had only identified white men. After another meeting in August 2017, however, all calls and communications about the Diversity Council ceased.

12. Plaintiff spent much of 2017 working tirelessly to anticipate and defend against her white male predecessor's campaign to poach Cushman & Wakefield's V&A team, an effort referred to internally at C&W as "the Newmark Siege."

13. When Mr. Busi resigned from C&W in 2016, the Company responded by offering him \$3 million to stay, which Mr. Busi rejected. A year later, C&W paid millions of dollars to retain its V&A executives and employees whom Mr. Busi now sought to hire. These payments included almost \$2 million to retain two of Plaintiff's white male subordinates.

14. Thanks to Plaintiff's efforts, C&W V&A beat back the Newmark Siege, retaining the entire leadership team.

15. Just a few months later, however, Cushman & Wakefield abruptly terminated Plaintiff, in a manner that left no doubt as to the Company's lack of a genuine commitment to diversity.

16. In late 2017, with the Newmark Siege behind her, Plaintiff reached out to C&W CEO Shawn Mobley to request a small fraction of the retention benefits her white male subordinates had received.

17. In response, CEO Mobley accused Ms. Urquhart-Bradley of disloyalty and abruptly terminated her employment.

18. Just a few months later, C&W announced that Plaintiff would be replaced by her far-less-qualified white male subordinate, Eric Lewis, who had recently received a six-figure retention bonus after having actively pursued a competitor's offer.

19. Stunned by her abrupt and baseless termination, Ms. Urquhart-Bradley retained counsel, through whom she notified the Company of her claims on or about January 21, 2018.

20. Upon information and belief, in response, C&W went out of its way to undermine Ms. Urquhart-Bradley's employment opportunities. In one instance, a negative reference from CEO of Asia Pacific Matthew Bouw (who, notably, had never supervised or worked closely with Ms. Urquhart-Bradley) was sufficient to torpedo Plaintiff's candidacy for a lucrative position with a non-competitor which had only months earlier tried to recruit her.

21. Plaintiff Urquhart-Bradley brings this action against Cushman & Wakefield, her former employer, for discrimination based on race and gender and for retaliation in violation of, *inter alia*, Section 1981 of the Civil Rights Act of 1866 ("§ 1981"), Title VII of the Civil Rights

Act of 1964 (“Title VII”), and the District of Columbia Human Rights Act (“DCHRA”), and against Shawn Mobley, acting in the interest of Cushman & Wakefield, for discrimination based on race and gender in violation of, *inter alia*, § 1981 and the DCHRA, and for aiding and abetting such discrimination in violation of the DCHRA.

## II. PARTIES

### A. PLAINTIFF

22. Plaintiff Monica Nicole Urquhart-Bradley is a 53-year-old African American female resident of Columbia, Maryland.

23. In 2003, Ms. Urquhart-Bradley was hired as Manager of the Valuation and Advisory (“V&A”) practice group in Cushman & Wakefield’s Washington, D.C. office. At the time of her termination in January 2018, she held the title of President of V&A Americas for C&W, performing in that role the same job for which her white male predecessor had held the higher title of President of Global V&A until his departure from the Company in August 2016.

24. At the time of her termination, Ms. Urquhart-Bradley’s direct supervisor was John Santora, President of the Tri-State Region for C&W.

### B. DEFENDANTS

25. Defendant Cushman & Wakefield, Inc. is a multibillion-dollar real estate company headquartered in Chicago, Illinois, with locations throughout the United States. C&W opened its Washington, D.C. office in 1979.

26. Defendant Shawn Mobley was Chief Executive Officer (“CEO”) of the Americas at Cushman & Wakefield from November 2017 until July 2020. Defendant Mobley is a resident of Illinois.

### III. JURISDICTION AND VENUE

27. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a). This Court also has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367.

28. This Court has personal jurisdiction over Defendant Cushman & Wakefield because one of the Company's offices is located in Washington, D.C. and because a substantial portion of the acts complained of, and giving rise to the claims alleged herein, occurred in this District. Defendant Shawn Mobley has consented to this Court's personal jurisdiction over him. *See* Joint Mot. Amend Scheduling Order, Sept. 11, 2020, ECF 82; Order, Sept. 15, 2020, ECF 83.

29. Venue is proper pursuant to 28 U.S.C. § 1391 because Plaintiff was employed by Cushman & Wakefield in this District and because the events and omissions giving rise to the claims alleged herein occurred in this District.

### IV. PROCEDURAL HISTORY

30. In June 2018, Plaintiff filed a Charge of Discrimination and Retaliation with the EEOC and cross-filed the Charge with the D.C. Office of Human Rights ("EEOC Charge"), alleging, among other things, that the Company discriminated against Plaintiff on the basis of her race and gender. Thereafter, Plaintiff received a file-stamped copy of the EEOC Charge, identifying her Charge Number as 570-2018-02467. Plaintiff subsequently received a Notice of Right to Sue from the EEOC, dated December 11, 2018.

31. On September 25, 2018, Ms. Urquhart-Bradley filed a Complaint alleging race discrimination in violation of 42 U.S.C. § 1981 and gender and race discrimination in violation of the DCHRA, D.C. Code § 2-1401 *et seq.*, against Defendant C&W. Defendant filed its Answer to Plaintiff's Complaint on November 11, 2018.

32. On January 10, 2019, Ms. Urquhart-Bradley filed an Amended Complaint adding claims of race discrimination in violation of § 1981 and race and gender discrimination in violation of the DCHRA against individual Defendant Shawn Mobley, and race and gender discrimination claims against Defendant C&W in violation of Title VII.

33. On February 11, 2019, Defendant simultaneously filed its Answer to Plaintiff's Amended Complaint and moved to dismiss all claims against individual Defendant Mobley on the grounds that this Court lacked personal jurisdiction over him. The Court granted Defendant Mobley's Motion to Dismiss on June 19, 2019. Plaintiff subsequently appealed that decision to the U.S. Court of Appeals for the D.C. Circuit.

34. In September 2019, during the pendency of this litigation, Defendant C&W served subpoenas on every entity with which Plaintiff sought or obtained employment after she was terminated by Cushman & Wakefield.

35. On October 7, 2019, one of the agencies that had sought to recruit Plaintiff for a lucrative position produced approximately 1000 pages of documents to Defendant C&W in response to Defendant's subpoena. Defendant, however, failed to produce these documents to Plaintiff for *four months*, finally producing them on February 7, 2020.

36. This eleventh hour production contained documents showing that Plaintiff's promising candidacy for the position in question was put on hold as a result of statements made to the recruiter by C&W's CEO of Asia Pacific, Matthew Bouw. Plaintiff's candidacy was never revived, and the position subsequently went to another candidate.

37. On March 3, 2020 Plaintiff moved this Court to file a Second Amended Complaint adding claims of retaliation against Defendant C&W for violations of § 1981, the DCHRA, and Title VII. The Court granted Plaintiff's Motion for Leave to Amend on May 18, 2020.

38. On July 7, 2020, Ms. Urquhart-Bradley filed an Amended Charge of Discrimination and Retaliation or alternatively a further Original Charge of Discrimination and Retaliation with the EEOC, adding the allegations concerning C&W's newly discovered retaliation against her. Thereafter, Ms. Urquhart-Bradley received a Notice of Right to Sue from the EEOC, dated August 20, 2020 and identifying the Charge Number as 570-2020-02176.

39. On June 30, 2020, the U.S. Court of Appeals for the D.C. Circuit vacated the June 19, 2019 dismissal of Defendant Shawn Mobley and remanded the issue of personal jurisdiction for further consideration on the current record or for jurisdictional discovery. On August 10, 2020, the D.C. Circuit issued a formal mandate and judgment in accordance with its June 30, 2020 decision.

40. On August 26, 2020, this Court, pursuant to the D.C. Circuit's Mandate, entered a Minute Order directing the Parties to conduct jurisdictional discovery to develop the record on Defendant Mobley's contacts with the District of Columbia.

41. On September 11, 2020, the Parties filed a Joint Motion to Amend the Scheduling Order in which all parties including Defendant Mobley stipulated to this Court's personal jurisdiction over Shawn Mobley and requested that the Court reinstate Mr. Mobley as a defendant in this action. The Court granted the Parties' Joint Motion on September 15, 2020.

## V. FACTUAL ALLEGATIONS

### A. **Employment History**

42. Plaintiff Urquhart-Bradley began her commercial real estate career in 1988. In 2003, Plaintiff joined Cushman & Wakefield's Washington, D.C. office as Manager of its V&A practice group, bringing with her fifteen years of specialized experience. Within a year, the

Company promoted her to V&A Manager of the Mid-Atlantic Region; in 2009, the Company expanded her management responsibilities to include the entire Northeast region.

43. In 2010, Plaintiff's supervisor John Busi, then-Global Head of V&A for C&W, promoted her to Head of V&A for the United States, despite resistance by then-CEO Jim Underhill. At the time, both Mr. Busi and Plaintiff attributed CEO Underhill's initial opposition to Ms. Urquhart-Bradley's candidacy—which Mr. Underhill was unable to justify with any reference to concerns about her performance—to race and/or gender-related bias. Ultimately, Mr. Busi prevailed and Ms. Urquhart-Bradley was promoted.

44. Ms. Urquhart-Bradley excelled in her new role. Under her stewardship, V&A revenue for the U.S. increased by 59% between 2010 and 2016. In 2017, with Plaintiff at the helm of V&A (albeit with a lesser title than her white male predecessor, Mr. Busi), V&A revenue in the Americas increased by 4% from the previous year, while earnings before interest, tax, depreciation, and amortization ("EBITDA") increased 14%. In total, under Plaintiff's leadership, V&A Americas achieved gross revenue of \$174.9 million in 2017.

45. During Plaintiff Urquhart-Bradley's years leading V&A at C&W, she successfully expanded the division's service offerings to include Diligence & Advisory, Financial Reporting, and Machinery & Equipment; successfully developed a technology platform that is currently unrivaled in the commercial real estate valuation industry; pitched and won the business of the Harvard University Endowment Portfolio, the world's largest academic endowment; and negotiated an exclusive partnership with a tech firm that has the potential to revolutionize the commercial real estate valuation industry.

46. For these and many other achievements, Ms. Urquhart-Bradley was honored in December 2017 as one of *BisNow*'s "Women of Influence in Commercial Real Estate."

**B. Being a White Man Pays at Cushman & Wakefield**

47. In or around August 2016, Mr. Busi informed C&W that he was resigning to take a position with a direct competitor, Newmark Knight Frank. In response, C&W offered Mr. Busi \$3 million to remain at C&W. When Mr. Busi declined and left the Company, C&W thanked him for his years of service in the press release that announced Plaintiff's subsequent promotion.

48. While Ms. Urquhart-Bradley stepped into Mr. Busi's job upon his departure, the same was not true for his title—while Mr. Busi had held a global title, Plaintiff was given the lesser title of President of V&A Americas.

49. This decision by C&W is consistent with a pattern and practice of refusing to offer female executives global titles. Other high-level women at C&W who have complained of this discriminatory practice include former Head of Research for the Americas Maria Sicola, who for years sought a global title but did not receive one. In 2015, Ms. Sicola was replaced by white male Kevin Thorpe, who received a global title.

50. When an article in an industry publication remarked on the disparity between Ms. Urquhart-Bradley's title and that of her predecessor, Plaintiff brought this to the attention of C&W's Human Resources and Marketing departments, highlighting the inconsistency between C&W's practices and its much-promoted efforts toward diversity and inclusion. Her concerns were dismissed.

51. When Plaintiff was first promoted to President of V&A Americas, she reported along with all service line heads to Joe Stettinius, then-CEO of the Americas. When, a few months later, Tod Lickerman replaced Mr. Stettinius as CEO of the Americas, Plaintiff was assigned to report to John Santora, President of the Tri-State Region. All other service line heads, none of

whom were African American women, continued to report to the CEO of the Americas, a role now filled by Shawn Mobley.

52. Beginning in June 2017, Plaintiff began getting calls from recruiters and firms about opportunities. She informed Mr. Santora about the calls and received express permission from him to meet with two of the firms—neither of which had V&A divisions at the time—to determine whether they were planning to launch competitive practices.

53. When John Busi's non-solicitation expired in August 2017, he began a concerted effort to convince approximately 100 key V&A professionals to leave C&W and join him at its competitor Newmark Knight Frank. Plaintiff had anticipated this and had worked tirelessly over the preceding year to ensure that the Company would retain its top performers. Within the first few months, Newmark had made verbal or written offers to ninety V&A professionals at C&W.

54. Nevertheless, with the assistance of Plaintiff's leadership team, all of whom Ms. Urquhart-Bradley had successfully kept at C&W despite the Newmark Siege, Cushman & Wakefield managed to retain more than two thirds of the professionals Mr. Busi had sought to hire.

55. Among the approximately \$14 million in retention bonuses C&W leadership approved were six- and seven-figure bonuses to multiple white men on Plaintiff's leadership team, including Rick Latella (\$1.1 million) and Eric Lewis (\$875,000). Just a few months after abruptly terminating Ms. Urquhart-Bradley, C&W would appoint the far-less-qualified Mr. Lewis to replace her as President of V&A Americas.

56. Despite C&W's loss of thirty-six staff members responsible for annualized revenue of more than \$16 million, V&A under Plaintiff's leadership exceeded both plan and the prior year's revenue in 2017.

**C. Disrespect and Hostility From White Male Supervisors Culminate in Plaintiff's Abrupt and Unwarranted Termination by Cushman & Wakefield**

57. In November 2017, Shawn Mobley, then President of the East Region at C&W, was promoted to CEO of the Americas.

58. As a regional president, Mr. Mobley's few interactions with Ms. Urquhart-Bradley were notable only for the disrespectful attitude he displayed toward Plaintiff. For example, during a Monthly Business Review in June 2017, then-President Mobley repeatedly interrupted Plaintiff's V&A MTD and YTD financial presentation, essentially forcing her to reschedule it. During the presentation, the tone of Mr. Mobley's questions and remarks was hostile and inappropriate for the setting.

59. Plaintiff had a similar history with C&W's newly-appointed Chief Operating Officer Todd Schwartz ("COO Schwartz"). During one particularly hostile call, initiated by COO Schwartz in September 2017, he accused Ms. Urquhart-Bradley of being "defensive" and claimed that she had argued her point in an "unprofessional" manner. He then proceeded to provide Plaintiff with "mentoring," telling her that if she wanted to be "taken seriously" she needed to "stop whining" and "get with the program."

60. After a meeting in New York in December 2017 that had included John Santora (in person) and C&W consultant Charlie Fraas (by phone), COO Schwartz waited until he was alone with Plaintiff Urquhart-Bradley to make a derogatory comment about African American Chief Information Officer Adam Stanley: "I hope he stops using that black/gay thing!"

61. In early December 2017, Plaintiff scheduled a meeting with CEO Mobley to discuss her future with the Company. In response to a direct question, she said that she had received an offer from one of the firms Mr. Santora had permitted her to speak with, but affirmed that she wanted to stay at C&W.

62. Moreover, in recognition of a recent cost-savings initiative at C&W, Ms. Urquhart-Bradley explained that she would not seek a monetary retention bonus, but instead wanted to build certain protections into her contract in the event of further changes in reporting or organization.

63. On Thursday, December 14, 2017, Plaintiff sent a follow-up email to CEO Mobley, expressing her excitement about being part of his expanded Executive Leadership team and what he had called the “New Way Forward.” She included the contract language that the Company previously approved for employees on her leadership team, namely Rick Latella and Eric Lewis, and suggested that the language in her own contract be enhanced, since Mr. Latella and Mr. Lewis had also received (high) six- and seven-figure monetary retention bonuses, which she was not seeking.

64. Plaintiff received no response. On the eve of her planned flight to Chicago for Executive Leadership meetings, she followed up again. CEO Mobley promised to speak with Mr. Santora and COO Schwartz on Monday and said he would get back to her thereafter.

65. On the afternoon of Monday, December 18, 2017, having flown to Chicago as planned, Plaintiff received a text message from COO Schwartz asking if she would be going to dinner with the Executive Leadership team that night, which she confirmed. Shortly thereafter, CEO Mobley called, saying that he only had a few minutes to speak before a doctor’s appointment. His tone quickly became hostile, as he demanded that Plaintiff “decide” whether she would be going to another firm; in response, she reiterated that she was committed to staying at C&W. Angrily, CEO Mobley disinvited Ms. Urquhart-Bradley from the Executive Leadership dinner and told her he would call her to continue the conversation that evening.

66. Instead, that evening, CEO Mobley emailed Plaintiff at around 5:30 p.m. wishing her safe travels home (in other words, telling Plaintiff that she would not be attending the meeting

of the Executive Leadership team), and saying that the two would speak on Tuesday or Wednesday.

67. Late afternoon that Wednesday, CEO Mobley called to tell Plaintiff that he and unnamed “others” had “lost confidence” in her. When Ms. Urquhart-Bradley asked him to clarify, he told her to look for a job. In shock, she told him that she would not leave the Company voluntarily.

68. CEO Mobley shifted topics, complaining that Plaintiff’s base salary exceeded what his had been before he became CEO; in response, Plaintiff noted that her salary had been based on external benchmarking requested by her predecessor and reminded CEO Mobley that she was not seeking any additional compensation.

69. After abruptly concluding the call, CEO Mobley ignored Plaintiff’s efforts to reach him that weekend and the following week. Ms. Urquhart-Bradley spent Christmas and New Year’s wondering whether she still had her job.

70. Plaintiff was not able to speak with CEO Mobley until January 5, 2018, when he demanded to know whether she had found a job yet. When Ms. Urquhart-Bradley again noted that she would not resign, CEO Mobley said he would be terminating her employment.

**D. C&W Paid White Men Who Threatened to Leave, Fired Plaintiff When She Expressed Her Desire to Stay, and Lied About Plaintiff’s Departure**

71. Plaintiff subsequently learned from John Santora and others that CEO Mobley claimed, falsely, that C&W terminated her because she had been negotiating a contract with a competitor. Multiple C&W insiders over subsequent months have told Ms. Urquhart-Bradley that both CEO Mobley and COO Schwartz continue to offer this false representation as a justification for C&W’s decision to terminate her employment.

72. In fact, Plaintiff never negotiated a contract with any company, let alone a direct competitor. Moreover, even if she had done so, C&W's response when her white male predecessor John Busi announced that he had *signed a contract* and *accepted a position* with an *actual competitor* was to offer him a \$3 million retention bonus. Other white male V&A employees to whom C&W granted six- and seven-figure retention bonuses after they had actively pursued offers from competitors in the V&A space include Eric Lewis, Rick Latella, John Feeney, and Jimmy Berry, among others. By contrast, Ms. Urquhart-Bradley was summarily terminated by C&W for simply apprising CEO Mobley that she was considering an offer from a non-competitor and requesting a small fraction of the retention benefits that C&W leadership approved for her white male subordinates.

73. Consistent with her swift rise at C&W, Plaintiff achieved above-average performance ratings throughout her time at the Company. Under her leadership, V&A was one of just a few service lines at C&W that exceeded its plan in 2017. As of mid-2017, the Company's V&A team was comprised of more than 600 professionals in the Americas and appraised more than \$1 trillion in property per year.

74. During a V&A leadership call on January 13, 2018, John Santora himself acknowledged that Plaintiff's performance was not the cause of her departure from C&W; however, he falsely claimed that C&W and Ms. Urquhart-Bradley had "mutually" decided to part ways. Numerous members of Plaintiff's leadership team immediately stated that this could not be true and demanded to know how this could have happened when V&A had outperformed its expectations in 2017 despite the Newmark Siege and resulting attrition.

75. When Plaintiff's departure from C&W became public, despite the fact that it was (falsely) presented by the Company as a mutual decision, many former C&W colleagues were

quick to observe that they believed C&W would never have terminated Ms. Urquhart-Bradley, given her excellent performance and stellar reputation, if she were not an African American woman.

76. Despite having wrongfully terminated Plaintiff's employment, C&W immediately sought to enforce a twelve-month non-compete agreement against Ms. Urquhart-Bradley. This lengthy non-compete has hindered Ms. Urquhart-Bradley's ability to secure employment. Further, Plaintiff's earning power going forward may be limited, since she will have been out of the industry and unemployed for at least one year by the time she is able to take another position.

77. Plaintiff's former colleagues who have stated that they believe Ms. Urquhart-Bradley's race and gender led to her termination by C&W include former President of Global V&A John Busi, former V&A leadership team member David Gray, and former Head of Human Resources for the Americas Charlene Pickus. In fact, when Plaintiff and Ms. Pickus met shortly after Plaintiff's January 2018 termination, Ms. Pickus expressly encouraged Plaintiff to sue the Company for discrimination.

78. In April 2018, Cushman & Wakefield elevated Ms. Urquhart-Bradley's former subordinate Eric Lewis, a significantly less qualified white male, to replace her as President of V&A Americas.

79. When Ms. Urquhart-Bradley took on the role of President of V&A Americas at C&W, she had extensive experience managing human resources issues, preparing budgets, monitoring and managing expenses, and overseeing financial reporting—all critical qualifications for the position.

80. By contrast, when C&W appointed Mr. Lewis to the same position, he had nominal to no experience managing human resources and barely any experience with the financial aspects

of running a real estate service line. Moreover, the Hospitality & Gaming group led by Mr. Lewis had brought in only \$10.23 million in gross revenue in 2017, less than one-tenth of what Ms. Urquhart-Bradley had achieved in 2017 for V&A as a whole.

81. The press release touting Mr. Lewis's credentials further highlights his inferior qualifications for the position to which C&W has now elevated him. For example, C&W's release cites Mr. Lewis's recent experience managing "25 valuation professionals," apparently viewing this as ample qualification for Mr. Lewis's new role overseeing "600 professionals across six core services, 17 practice groups, and 70 offices" as President of V&A Americas. By contrast, at the time of her appointment to V&A Americas President, Ms. Bradley had six years of experience overseeing C&W's entire V&A operation in the United States.

**E. Shortly After Plaintiff Notified C&W of her Legal Claims Against It, Defendant C&W Retaliated Against Plaintiff By Torpedoing Her Promising Candidacy for a Lucrative Position at a Non-Competitor Company**

82. On or about February 6, 2018, one of the recruiters who had sought to hire Ms. Urquhart-Bradley away from C&W learned that Plaintiff had departed the C&W, apparently "against her will."

83. The recruiter promptly reached out to Plaintiff to revisit her candidacy for the job in question, a lucrative executive position at a firm that was not a competitor to C&W.

84. Upon information and belief, the fact that the company in question was not a competitor meant that Plaintiff would have been able to begin work with the company immediately upon hire, without having to wait 12 months from her termination for her non-compete with C&W to expire.

85. On March 13, 2018, however, a colleague of the recruiter reached out to Matthew Bouw, the former Global Head of Human Resources for Defendant C&W, who had recently been appointed C&W's CEO of Asia Pacific.

86. Notably, early in Mr. Bouw's tenure at C&W, his female direct report, herself the Americas Head of Human Resources, had left the Company after complaining that Mr. Bouw had acted inappropriately toward her, including by using a derogatory term specific to women to refer to her in front of colleagues.

87. While CEO Bouw declined to provide a written statement about Ms. Urquhart-Bradley, he immediately offered to speak with the recruiter by phone.

88. As a result of CEO Bouw's statements about Plaintiff, her promising candidacy for the lucrative position was placed on hold and never revived.

## **VI. COUNTS**

### **COUNT I**

#### **VIOLATION OF 42 U.S.C. § 1981 RACE DISCRIMINATION (Against Defendant C&W)**

89. Plaintiff Urquhart-Bradley re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

90. Defendant C&W discriminated against Plaintiff, in violation of § 1981, by subjecting her to differential treatment on the basis of her race.

91. Defendant C&W discriminated against Plaintiff by subjecting her to unequal terms and conditions of employment and a hostile work environment based on her race, culminating in her unlawful termination.

92. Defendant's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

93. As a result of Defendant's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

94. By reason of Defendant's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of § 1981, including an award of punitive damages.

95. Attorneys' fees should be awarded under 42 U.S.C. § 1988(b).

**COUNT II**  
**VIOLATION OF 42 U.S.C. § 1981**  
**RACE DISCRIMINATION**  
**(Against Individual Defendant Mobley)**

96. Plaintiff Urquhart-Bradley re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

97. As Chief Executive Officer of Cushman & Wakefield, Individual Defendant Mobley was an officer of the Company.

98. Individual Defendant Mobley was personally involved and directly participated in practices and decisions that resulted in Defendant C&W subjecting Plaintiff to unequal terms and conditions of employment and wrongfully terminating Plaintiff Urquhart-Bradley based on her race, in violation of § 1981.

99. Individual Defendant Mobley's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

100. As a result of Individual Defendant Mobley's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

101. By reason of Individual Defendant Mobley's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of § 1981, including an award of punitive damages.

102. Attorneys' fees should be awarded under 42 U.S.C. § 1988(b).

**COUNT III**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**RACE DISCRIMINATION**  
**(Against Defendant C&W)**

103. Plaintiff re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

104. Defendant C&W is an employer within the meaning of the DCHRA.

105. Defendant C&W discriminated against Plaintiff, in violation of the DCHRA, by subjecting her to differential treatment on the basis of her race.

106. Defendant C&W discriminated against Plaintiff by subjecting her to unequal terms and conditions of employment and a hostile work environment based on her race, culminating in her unlawful termination.

107. C&W's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

108. As a result of Defendant's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

109. By reason of Defendant's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of the DCHRA, including an award of punitive damages.

110. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E).

**COUNT IV**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**RACE DISCRIMINATION**  
**(Against Individual Defendant Mobley)**

111. Plaintiff re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

112. Individual Defendant Mobley was an employer within the meaning of the DCHRA.

113. While acting in the interest of Defendant C&W, Individual Defendant Mobley discriminated against Plaintiff, in violation of the DCHRA, by subjecting her to differential treatment on the basis of her race.

114. Individual Defendant Mobley discriminated against Plaintiff by subjecting her to unequal terms and conditions of employment and a hostile work environment based on her race, culminating in her unlawful termination.

115. Individual Defendant Mobley's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

116. As a result of Individual Defendant Mobley's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

117. By reason of Individual Defendant Mobley's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of the DCHRA, including an award of punitive damages.

118. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E).

**COUNT V**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**AIDING AND ABETTING RACE DISCRIMINATION**  
**(Against Individual Defendant Mobley)**

119. Plaintiff re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

120. Individual Defendant Mobley actively and knowingly participated in practices and decisions that resulted in Defendant C&W subjecting Plaintiff to unequal terms and conditions of employment and wrongfully terminating Plaintiff Urquhart-Bradley based on her race.

121. By aiding, abetting, inviting, compelling, and/or coercing Defendant C&W in its discriminatory practices and decisions, Individual Defendant Mobley aided and abetted Defendant C&W in its race discrimination against Plaintiff Urquhart-Bradley, in violation of D.C. Code § 2-1402.62.

122. Individual Defendant Mobley's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

123. By reason of Individual Defendant Mobley's discrimination, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

124. By reason of Individual Defendant Mobley's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of the DCHRA, including an award of punitive damages.

125. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E).

**COUNT VI**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**GENDER DISCRIMINATION**  
**(Against Defendant C&W)**

126. Plaintiff re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

127. Defendant C&W is an employer within the meaning of the DCHRA.

128. Defendant C&W discriminated against Plaintiff, in violation of the DCHRA, by subjecting her to differential treatment on the basis of her gender.

129. Defendant C&W discriminated against Plaintiff by subjecting her to unequal terms and conditions of employment and a hostile work environment based on her gender, culminating in her unlawful termination.

130. C&W's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

131. As a result of Defendant's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

132. By reason of Defendant's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of the DCHRA, including an award of punitive damages.

133. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E) .

**COUNT VII**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**GENDER DISCRIMINATION**  
**(Against Individual Defendant Mobley)**

134. Plaintiff re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

135. Individual Defendant Mobley was an employer within the meaning of the DCHRA.

136. While acting in the interest of Defendant C&W, Individual Defendant Mobley discriminated against Plaintiff, in violation of the DCHRA, by subjecting her to differential treatment on the basis of her gender.

137. Individual Defendant Mobley discriminated against Plaintiff by subjecting her to unequal terms and conditions of employment and a hostile work environment based on her gender, culminating in her unlawful termination.

138. Individual Defendant Mobley's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

139. As a result of Individual Defendant Mobley's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

140. By reason of Individual Defendant Mobley's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of the DCHRA, including an award of punitive damages.

141. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E).

**COUNT VIII**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**AIDING AND ABETTING GENDER DISCRIMINATION**  
**(Against Individual Defendant Mobley)**

142. Plaintiff re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

143. Individual Defendant Mobley actively and knowingly participated in practices and decisions that resulted in Defendant C&W subjecting Plaintiff to unequal terms and conditions of employment and wrongfully terminating Plaintiff Urquhart-Bradley based on her gender.

144. By aiding, abetting, inviting, compelling, and/or coercing Defendant C&W in its discriminatory practices and decisions, Individual Defendant Mobley aided and abetted Defendant C&W in its gender discrimination against Plaintiff Urquhart-Bradley, in violation of D.C. Code § 2-1402.62.

145. Individual Defendant Mobley's conduct was intentional, deliberate, willful, malicious, and reckless, and was conducted in callous disregard of Plaintiff's rights.

146. By reason of Individual Defendant Mobley's discrimination, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

147. By reason of Individual Defendant Mobley's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of the DCHRA, including an award of punitive damages.

148. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E) .

**COUNT IX**  
**VIOLATION OF TITLE VII**  
**OF THE CIVIL RIGHTS ACT OF 1964**  
**42 U.S.C. § 2000e et seq.**  
**RACE DISCRIMINATION**  
**(Against Defendant C&W)**

149. Plaintiff Urquhart-Bradley re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

150. Defendant C&W discriminated against Plaintiff on the basis of her race by treating her differently from, and less preferably than, similarly situated white employees in violation of Title VII.

151. Defendant C&W's conduct was intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of Plaintiff's rights, entitling her to punitive damages.

152. As a result of Defendant C&W's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

153. By reason of Defendant's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of Title VII, including an award of punitive damages.

154. Attorneys' fees should be awarded under 42 U.S.C. § 2000e-5(k).

**COUNT X**  
**VIOLATION OF TITLE VII**  
**OF THE CIVIL RIGHTS ACT OF 1964**  
**42 U.S.C. § 2000e *et seq.***  
**GENDER DISCRIMINATION**  
**(Against Defendant C&W)**

155. Plaintiff Urquhart-Bradley re-alleges and reincorporates by reference each and every allegation contained in the previous paragraphs of this Complaint as if fully set forth herein.

156. Defendant C&W discriminated against Plaintiff on the basis of her gender by treating her differently from, and less preferably than, similarly situated male employees in violation of Title VII.

157. Defendant C&W's conduct was intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard of Plaintiff's rights, entitling her to punitive damages.

158. As a result of Defendant C&W's conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost future employment opportunities, lost earnings, lost benefits, and other financial loss, as well as reputational injury, humiliation, embarrassment, emotional and physical distress, and mental anguish.

159. By reason of Defendant's discrimination, Plaintiff is entitled to all legal and equitable remedies available for violations of Title VII, including an award of punitive damages.

160. Attorneys' fees should be awarded under 42 U.S.C. § 2000e-5(k).

**COUNT XI**  
**VIOLATION OF 42 U.S.C. § 1981**  
**RETALIATION**  
**(Against Defendant C&W)**

161. Plaintiff Urquhart-Bradley re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

162. Defendant C&W has retaliated against Ms. Urquhart-Bradley in violation of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“§ 1981”), going out of its way to undermine Ms. Urquhart-Bradley’s employment opportunities as a result of her protected activities.

163. Defendant’s conduct has been intentional, deliberate, willful, malicious, reckless and conducted in callous disregard of the rights of Ms. Urquhart-Bradley.

164. As a result of Defendant’s conduct, Ms. Urquhart-Bradley 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, such as damages related to emotional distress, humiliation and embarrassment.

165. By reason of Defendant’s retaliation, Ms. Urquhart-Bradley is entitled to all remedies available for violations of § 1981, including an award of punitive damages.

166. Attorneys’ fees should be awarded under 42 U.S.C. § 1988(b).

**COUNT XII**  
**VIOLATION OF THE DCHRA**  
**D.C. Code § 2-1401 *et seq.* AS AMENDED**  
**RETALIATION**  
**(Against Defendant C&W)**

167. Ms. Urquhart-Bradley re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

168. Defendant C&W has retaliated against Ms. Urquhart-Bradley in violation of the District of Columbia Human Rights Act, D.C. Code §§ 2-1401.01 *et seq.* (“DCHRA”), going out of its way to undermine Ms. Urquhart-Bradley’s employment opportunities as a result of her protected activities.

169. Defendant’s conduct has been intentional, deliberate, willful, malicious and reckless, and conducted in callous disregard of the rights of Ms. Urquhart-Bradley.

170. As a result of Defendant's conduct, Ms. Urquhart-Bradley 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, such as damages related to emotional distress, humiliation and embarrassment.

171. By reason of Defendant's retaliation, Ms. Urquhart-Bradley is entitled to all remedies available for violations of the DCHRA, including an award of punitive damages.

172. Attorneys' fees should be awarded under D.C. Code § 2-1403.13(a)(1)(E).

**COUNT XIII**  
**VIOLATION OF TITLE VII**  
**OF THE CIVIL RIGHTS ACT OF 1964**  
**42 U.S.C. § 2000e et seq.**  
**RETALIATION**  
**(Against Defendant C&W)**

173. Ms. Urquhart-Bradley re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

174. Defendant C&W has retaliated against Ms. Urquhart-Bradley in violation of Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, *et seq.*, as amended by the Civil Rights Act of 1991 ("Title VII"), by going out of its way to undermine Ms. Urquhart-Bradley's employment opportunities as a result of her protected activities.

175. Defendant's conduct has been intentional, deliberate, willful, malicious and reckless, and conducted in callous disregard of the rights of Ms. Urquhart-Bradley.

176. As a result of Defendant's conduct, Ms. Urquhart-Bradley 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, such as damages related to emotional distress, humiliation and embarrassment.

177. By reason of Defendant's retaliation, Ms. Urquhart-Bradley is entitled to all remedies available for violations of Title VII, including an award of punitive damages.

178. Attorneys' fees should be awarded under 42 U.S.C. § 2000e-5(k).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Court:

- (1) Award Plaintiff back pay, front pay, lost benefits, and other damages for lost compensation and job benefits suffered by Plaintiff in an amount not less than \$10,000,000;
- (2) Award Plaintiff nominal, liquidated, and compensatory damages in an amount to be determined by a jury;
- (3) Award Plaintiff punitive damages against Defendants in an amount not less than \$20,000,000;
- (4) Award Plaintiff pre-judgment and post-judgment interest;
- (5) Award penalties available under applicable laws;
- (6) Order Defendants to make Plaintiff whole by providing her with monetary and other affirmative relief, including reinstatement if appropriate;
- (7) Award Plaintiff litigation costs and expenses, including, but not limited to, attorneys' fees and costs related to her prosecution of this action; and,
- (8) Award additional and further relief as this Court may deem just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues triable of right by jury.

Respectfully submitted,

Date: October 1, 2020

/s/ Deborah K. Marcuse  
Deborah K. Marcuse (Bar No. 995380)  
Austin L. Webbert (Bar No. MD0105)  
SANFORD HEISLER SHARP, LLP  
111 S. Calvert Street, Ste. 1950  
Baltimore, MD 21202  
Telephone: (410) 834-7415  
Facsimile: (410) 834-7425  
dmarcuse@sanfordheisler.com

David W. Sanford (Bar No. 457933)  
Melinda Koster\*  
SANFORD HEISLER SHARP, LLP  
1350 Avenue of the Americas, 31st Floor  
New York, NY 10019  
Telephone: (646) 402-5650  
Facsimile: (646) 402-5651  
dsanford@sanfordheisler.com  
mkoster@sanfordheisler.com

\* *Admitted pro hac vice*

*Attorneys for Plaintiff Urquhart-Bradley*