

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

-----X  
 CYNTHIA TERRANA, )  
 )  
 Plaintiff )  
 )  
 -against- )  
 )  
 CANTOR FITZGERALD & CO., )  
 CANTOR FITZGERALD II, LLC., )  
 CANTOR FITZGERALD ACCELERATION )  
 & SEEDING (TRADING), LLC. )  
 CANTOR FITZGERALD, L.P. )  
 )  
 Defendants )  
 -----X

SUMMONS

INDEX NO. \_\_\_\_\_

Date Index No. Purchased: March 6, 2015

To the Person(s) Named as Defendant(s) Above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to answer the complaint of the Plaintiff herein and to serve a copy of your answer on the Plaintiff at the address indicated below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after service is complete if the summons is not delivered personally to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

Dated: New York, New York  
March 6, 2015



By: \_\_\_\_\_  
 Jason L. Stern, Esq.  
 Law Offices of Jason Stern  
 420 Lexington Avenue – Suite 2750  
 New York, NY 10170  
 Tel: 212.920.6950  
 Fax: 212.918.9373

Defendant's Address: 110 East 59<sup>th</sup> Street, New York, NY 10022

Venue: Plaintiff designates New York County as the place of trial. The basis of this designation is that Defendant resides in New York County and maintains its principal place of business in New York County.

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

-----X  
CYNTHIA TERRANA, )  
 )  
 ) **Plaintiff** )  
 )  
 ) **-against-** )  
 )  
 ) **CANTOR FITZGERALD & CO.,** ) **VERIFIED COMPLAINT**  
 ) **CANTOR FITZGERALD II, LLC.,** )  
 ) **CANTOR FITZGERALD ACCELERATION** )  
 ) **& SEEDING (TRADING), LLC.** )  
 ) **CANTOR FITZGERALD, L.P.** ) **INDEX NO.: \_\_\_\_\_**  
 ) **Defendants** )  
 )  
-----X

Plaintiff CYNTHIA TERRANA (“Plaintiff”), by her attorney JASON L. STERN, ESQ., alleges as follows for her Verified Complaint against Defendants CANTOR FITZGERALD & CO. et. al. (“Defendants”):

**INTRODUCTION**

1. This case exemplifies both a rampant disregard for the law and a lack of ethical moral fiber on the part of Defendant CANTOR FITZGERALD, a large financial institution with a long history of discrimination, that brazenly harasses and fires pregnant employees for being pregnant, and otherwise unlawfully discriminates against them.

2. Plaintiff CYNTHIA TERRANA, a first-time mother employed by Defendant for more than **six years** was terminated just **eleven** days after excitedly notifying her immediate supervisor and employer that she was pregnant with her first child.

3. As detailed herein, the challenged conduct violates the New York City Human Rights Law (Administrative Code §§ 8-107 and 8-502) and the New York State Human Rights Law (Executive Law §§ 290, *et seq.* and 296).

4. Plaintiff seek compensatory and punitive damages, attorney's fees, interest and costs against Defendants for illegally discriminating against her based on her sex, pregnancy and sex-plus pregnancy.

### **THE PARTIES**

5. Plaintiff CYNTHIA TERRANA is a natural person residing at 60 Bleakley Drive, Peekskill, New York.

6. On information and belief, Defendant CANTOR FITZGERALD is a domestic corporation organized and existing under the laws of the State of New York, with its principal office located at 110 East 59<sup>th</sup> Street, New York, NY.

### **JURISDICTION & VENUE**

7. This Court has subject matter jurisdiction under CPLR § 301, *et seq.*

8. Venue is proper in New York County under, *inter alia*, CPLR §§ 503(a) and 509.

9. This action was timely commenced with the filing of the Summons and Verified Complaint on March 6, 2015.

10. Pursuant to § 8-102(c) of the New York City Administrative Code, a copy of this Complaint will be served on the New York City Commission on Human Rights and Corporation Counsel within 10 days after it is served on Defendants and filed with the Court.

### **FACTS**

11. CANTOR FITZGERALD (hereafter, “Cantor”) is a financial institution involved in selling commodities and stocks located at 110 East 59<sup>th</sup> Street, New York, NY.

12. On information and belief, CANTOR’s practice includes institutional equity, fixed income sales and trading, and serving the middle market with investment banking services, prime brokerage, and commercial real estate financing, in addition to providing advisory and asset management services.

### **The Termination of Cynthia Terrana**

13. Plaintiff CYNTHIA TERRANA (“TERRANA”) was hired by CANTOR on September 25, 2006 to fulfill the role of Project Manager in Equity Capital Markets (“Equities”).

14. Plaintiff TERRANA's initial annual salary was \$77,000, which was subsequently increased to \$80,000.

15. For six and a half years, she served multiple bosses diligently and professionally.

16. For six and a half years, she received glowing praise and reviews from her bosses and superiors and co-workers.

17. Plaintiff's immediate supervisor through 2012 was HEIDI OLSON.

18. On or about December, 2012, TERRANA's supervisor OLSON was replaced by RON WEXLER, Chief Operating Officer of Equities.

19. On the morning of February 26, 2013, Plaintiff TERRANA had a doctor's appointment, in which she was informed by her physician that she was pregnant with her first child.

20. Immediately following her appointment, TERRANA went to the offices of CANTOR to begin her work day.

21. Excited about the fantastic news and in an effort to keep her boss RON WEXLER informed about her medical condition and status, she met with WEXLER that morning and told him that she was six weeks pregnant.

22. Rather than express enthusiasm or happiness for his employee, WEXLER instead

replied bluntly, “That’s what I figured.” and then added, “Don’t get too excited. Most women miscarry with their first child.”

23. Rather than feel supported by her boss, TERRANA felt saddened and dismayed at the coldness of his reply.

24. After learning that TERRANA was pregnant:

(A) Her boss RON WEXLER stopped speaking to her; and

(B) Her boss RON WEXLER physically avoided her; and

(C) Upon information and belief, WEXLER notified other employees, including CANTOR’s Head of Equities, JARED KESSLER that TERRANA was pregnant.

25. On the morning of March 8, 2013, MARK MARTINI, one of TERRANA’s co-workers was approached by the aforementioned KESSLER, who asked him, “What do you think of Cynthia? Do you think she’s doing a good job?”

26. This was the first time in her six and a half years that she was aware that anyone had made such an inquiry about her work performance.

27. Upon information and belief, CANTOR had already made its decision to terminate TERRANA and was looking for a pretext to justify the termination by seeking out opinions from various workers about the work of TERRANA just hours before the termination was implemented.

28. On March 8, 2013 at 2pm – the same day that KESSLER had made inquiries to others about her performance – TERRANA was terminated and presented with a 7-page severance agreement.

29. When TERRANA asked for an explanation of why she was being terminated, she was informed that her position had been eliminated.

30. Most of TERRANA’s fellow employees expressed shock and dismay over her termination from CANTOR.

31. Upon information and belief, TERRANA was replaced by an employee who was not pregnant or who was not known to be pregnant.

32. TERRANA was emotionally and physically traumatized by the decision to terminate her based on her pregnancy.

33. On March 19, 2013 – just 11 days after being terminated, and as gruesomely suggested by her former boss WEXLER, TERRANA suffered a miscarriage and lost her unborn child.

**FIRST CAUSE OF ACTION**

**SEX AND PREGNANCY DISCRIMINATION  
IN VIOLATION OF THE  
NEW YORK CITY HUMAN RIGHTS LAW**

34. Plaintiffs repeat and reallege the allegations of paragraphs 1-33 herein.

35. On information and belief, CANTOR has, and has had at all material times herein, at least four persons in its employ.

36. On information and belief, CANTOR is and was at all material times herein: **(A)** a “person” under NYCHRL § 8-102(5); **(B)** an “employer” under NYCHRL § 8-102(1); **(C)** a “place or provider of public accommodation” under NYCHRL § 8-102(9); **(D)** a “covered entity” under NYCHRL § 8-102(17); **(E)** an “agent” under NYCHRL § 8-107(1); and **(F)** an “aid[or]” and “abet[tor]” under NYCHRL § 8-107(6).

37. NYCHRL § 8-107, *et seq.* makes it unlawful for any employer or an employee or agent thereof, because of sex or a sex-specific condition (such as pregnancy), to discharge an individual or otherwise discriminate against an employee in the terms, conditions or privileges of employment.

38. Discrimination based on gender includes discrimination based on stereotypes about the ability of pregnant women and women with actual or prospective care-giving responsibilities to serve as dedicated and competent members of the workforce.

39. Plaintiff TERRANA was subjected to disparate treatment in her employment and later terminated because Defendant CANTOR embraced outdated and inaccurate stereotypes about the ability of pregnant women to serve as competent and dedicated members of the workforce.

40. As a result of their prejudices, Defendant CANTOR viewed Plaintiff TERRANA not for who she is, or how well she performed, but through a discriminatory “lens” that magnified her real or perceived shortcomings and minimized her contributions.

41. There are no comparable stereotypes about the ability of non-pregnant female employees or male employees who are expecting fathers to participate in the workforce.

42. Defendant CANTOR, in treating Plaintiff TERRANA differently than her co-workers, engaged in sex and/or sex-plus pregnancy discrimination.

43. Defendant CANTOR knew, and should have known, that Plaintiff was subjected to unfair and discriminatory treatment, but did nothing to remedy the problem, and, in fact, carried out, condoned and ratified the discriminatory acts against Plaintiff TERRANA as set forth herein.

44. Defendant employee and COO of Equities RON WEXLER directly endorsed and participated in the disparate treatment of Plaintiff by immediately ceasing communication with her, avoiding her physically, and treating her as a pariah in the workplace.

45. There was no practical pre-termination avenue of complaint for Plaintiff.

46. TERRANA's resulting injuries include, but are not limited to, loss of employment, economic dislocation, stress, sleeplessness, loss of appetite, loss of self esteem, depression, inability to concentrate, shame and humiliation, and physical and mental anguish, including but not limited to the loss of her unborn child via miscarriage.

47. As a result of the foregoing, Plaintiff TERRANA has been damaged in an amount to be determined at trial, but which is believed to be not less than \$1,000,000 for which CANTOR is liable.

48. In addition, Defendants' conduct was so willful, wanton and inimical to the public interest that punitive damages should be imposed in an amount sufficient to deter such egregious misconduct in the future, and to deter other employers from willfully engaging in sex discrimination and firing employees for becoming pregnant.

## **SECOND CAUSE OF ACTION**

### **ACTUAL OR PERCEIVED DISABILITY DISCRIMINATION IN VIOLATION OF THE NEW YORK CITY HUMAN RIGHTS LAW**

49. Plaintiff repeats and re-alleges the allegations of paragraphs 1-48 herein.

50. In the event this claim is inconsistent with any prior claim herein, it is pleaded in



the alternative, but only in the event of and to the extent of such inconsistency.

51. Pregnancy is considered a disability under the NYCHRL.

52. NYCHRL § 8-107(1)(a) makes it unlawful for “an employer or an employee or agent thereof, because of the actual or perceived...disability...of any person, ...to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.”

53. Upon information and belief, Defendants erroneously perceived Plaintiffs as being disabled as a result of her pregnancy.

54. As a result such discrimination (and, if applicable, the other forms of unlawful discrimination alleged herein), Defendant CANTOR unlawfully discriminated against Plaintiff in the workplace and fired her.

55. In the alternative, in the event Plaintiff actually was “disabled” on account of her pregnancy, Defendant failed to provide her with reasonable accommodations (as they would have done for employees with comparable or more severe disabilities), and chose instead to unlawfully discriminate against TERRANA and fire her.

56. As a result of the foregoing, Plaintiff has been damaged in an amount to be determined at trial, but which is believed to be not less than \$1,000,000 each, and for which Defendant CANTOR is liable.

57. In addition, Defendants’ conduct was so willful, wanton and inimical to the public interest that punitive damages should be imposed in an amount sufficient to deter such serial misconduct in the future, and to deter other employers from willfully engaging in disability discrimination and other forms of prohibited discrimination.

**WHEREFORE**, Plaintiffs respectfully request judgment in an amount to be determined at trial, but which is believed to be not less than \$1,000,000 each, plus punitive in an amount to be determined at trial, but which is believed to be not less than \$5,000,000, reasonable attorney’s fees, pre-

judgment interest, costs and disbursements, as follows:

- (A) Not less than \$1,000,000 each in compensatory damages on each cause of action;
- (B) Not less than \$5,000,000 in punitive damages on the first and second causes of action;
- (C) Attorney's fees, pre-judgment interest, costs and disbursements on each cause of action; and
- (D) Such other and further relief as may be just and proper.

Dated: New York, New York  
March 6, 2015



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New York, NY 10170  
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**ATTORNEY'S VERIFICATION**

STATE OF NEW YORK     )  
COUNTY OF NEW YORK   )     ss:

JASON STERN, ESQ., at attorney-at-law, affirms under the penalties of perjury, as follows:

I am the attorney for the plaintiff, CYNTHIA TERRANA, in the within action, with offices at 420 Lexington Avenue, in the City and State of New York, County of New York; I have read the foregoing Verified Complaint and know the contents thereof; and the same is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters, I believe them to be true. The reason why this verification is made by me and not by the plaintiff is that said plaintiff is not now within the County of New York, which is the County where deponent has his offices. The sources of my information and the grounds of my belief are based upon the office file, records, reports, correspondence and conversations with plaintiff in connection with this matter which were reviewed by your deponent.

Dated: New York, New York  
March 6, 2015

*Jason Stern*

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