



5. Dr. Jordan filed a Charge of Discrimination alleging age discrimination with the Equal Employment Opportunity Commission (“EEOC”) on December 18, 2015.

6. Dr. Jordan is filing this Complaint within 90 days of receipt of the Notice of Right to Sue from the EEOC.

### **VENUE**

7. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Dr. Jordan’s claims occurred within the Southern District of New York.

### **FACTS**

#### **I. SUMMARY**

8. Dr. Jordan is a 63-year-old Caucasian female born on April 29, 1953.

9. Dr. Jordan was employed at Juilliard’s Evening Division as a Piano Faculty member for 30 years from September 1985 until the termination of her employment at age 62 on June 30, 2015.

10. Dr. Jordan is highly regarded in her field.

11. At all times in her employment, she worked collaboratively with all faculty colleagues and administration.

12. Juilliard discriminated against Dr. Jordan on the basis of her age.

13. On March 10, 2015, the Evening Division Director, Danielle La Senna, told Dr. Jordan that she would be terminated.

14. The Human Resources Director, Caryn Doktor, who was also present, interjected, “You are an excellent teacher. This is not about your teaching.”

15. Dr. Jordan asked Ms. La Senna why she was being terminated, and Ms. La Senna shrugged her shoulders and said, “fait accompli.”

16. In a letter to Dr. Jordan dated March 27, 2015, Ms. La Senna stated that Dr. Jordan's termination would be effective June 30, 2015, and also stated that "...Based on a curriculum review in collaboration with the President [Joseph W. Polisi] and the Provost and Dean [Ara Guzelimian], we have made the decision to restructure a number of Evening Division classes, particularly the advanced piano courses. As a result of these changes, I informed you that your contract will not be renewed and your position as an Evening Division faculty member at Juilliard will end on June 30, 2015." She provided no other reason for Dr. Jordan's termination.

17. Dr. Jordan's teaching contracts had been renewed year after year.

18. Dr. Jordan was and is devastated with disbelief over her termination after 30 years of dedicated and exemplary service.

19. The stated reason for Dr. Jordan's termination is false and pre-textual.

20. The piano classes that Dr. Jordan effectively developed were truly thriving and were mostly repackaged and renamed for the 2015-16 academic year, with the course content identical to what she taught so well and effectively before in the piano classes for adults of all ages and abilities at all levels: Piano I-IV, also later known as Beginning, Intermediate, Advanced-Intermediate, and Advanced.

21. Juilliard simply "swapped out" Dr. Jordan's classes and those of two other older and experienced Evening Division piano faculty over 40 years of age – Eva Lisa Kovalik (who was approximately 80 years old and had taught at Juilliard for about 45 years) and Liz Huang (who was approximately 59 years old and had taught at Juilliard for over 25 years).

22. Two less experienced Evening Division piano faculty colleagues under 40 were retained, Jihea Hong-Park and Assaff Weisman.

23. Michael Shinn, also under 40, was hired in 2006 to teach on “electric keyboards” for the instrumentalists in a “piano proficiency” course for non-Piano Majors. Liz Huang, Lisa Eva Kovalik, and Dr. Jordan had taught this course as graduate students, as Teaching Fellows, under Soon Bin Chung (who was in her 60s).

24. Several years ago, Soon Bin Chung was retired or terminated from Juilliard’s College Division, after a long career teaching. Mr. Shinn took her job position and replaced her as the new director of “Introduction to Keyboard Skills” (a group class, now also in the Evening Division) with electric keyboards for students who were not playing the major repertoire of Piano I-IV and Advanced Piano Lit Classes.

25. Mr. Shinn’s position was subsequently enhanced to teaching the classes of the three terminated older teachers including Dr. Jordan (he had previously stated he was targeting these classes for his Piano Sonoma summer program with his wife, Jessica Chow Shinn, also under 40, who was suddenly added to the Evening Division Faculty and appointed to teach the “electric keyboard” classes which were passed to her from her husband).

26. Jihea Hong-Park, Assaff Weisman, Michael Shinn, and Ji-heng Yang, a piano teacher also under 40 years of age, were renewed/hired to teach the classes which Dr. Jordan, Eva Lisa Kovalik, and Liz Huang had developed and taught for so many years.

27. In the Piano Faculty Meetings, prior to the 2010-11 and 2011-12 academic years, and prior to the termination of Dr. Jordan and the other older faculty members, Ms. La Senna, without explanation, suddenly shifted to a “teacher rotation” for the different levels Piano I-III which were formerly all taught by Dr. Jordan, Lisa Eva Kovalik, and Liz Huang, as well as Jihea Hong-Park and Assaff Weisman, each semester. However, the “teacher rotation” was never truly

implemented, except for the first two years, and Dr. Jordan's classes were limited to three advanced classes when formerly she was teaching five, six or seven popular classes.

28. When Dr. Jordan noticed this down-sizing and that her students and new prospective students were shifted to "fill the under-enrolled classes" of the other faculty members (except Eva Lisa Kovalik, who like Dr. Jordan was always able to have full enrollment with returning students), Dr. Jordan was told by Ms. La Senna that this was the way to keep all the classes filled.

29. Prior to announcing the "teacher rotation," Ms. La Senna had previously written a wonderful letter of recommendation for Dr. Jordan and together with her emails cited Dr. Jordan's collegiality with recent changes and excellent teaching, creative ideas, and collaborative efforts and repeatedly praised Dr. Jordan. Ms. La Senna enthusiastically stated that Dr. Jordan was the one teacher who engaged every member of her classes in discussion as well as in performance. Dr. Jordan regularly received excellent student evaluations.

30. Juilliard had no legitimate business reason for not renewing Dr. Jordan's part-time contract to teach piano when it expired on June 30, 2015. The only reason for not renewing her contract that Juilliard ever provided to Dr. Jordan before her last contract expired is stated in Ms. La Senna's letter to Dr. Jordan, dated March 27, 2015, "...Based on a curriculum review in collaboration with the President [Joseph W. Polisi] and the Provost and Dean [Ara Guzelimian], we have made the decision to restructure a number of Evening Division classes, particularly the advanced piano courses. As a result of these changes, I informed you that your contract will not be renewed and your position as an Evening Division faculty member at Juilliard will end on June 30, 2015."

31. As discussed below, Ms. La Senna's stated reason for the non-renewal of Dr. Jordan's contract for the fall 2015 semester is false. Moreover, Ms. La Senna promised in faculty meetings to rotate piano faculty through the different levels each year. Dr. Jordan embraced this idea and

asked to be included in the rotation. The rotation was only implemented as promised for the first two years, and then course assignments were all delegated privately to Assaff Weisman and Jihea Hong-Park. When Dr. Jordan asked why the teacher rotation was not being followed, Ms. La Senna failed to provide any explanation. Instead, Dr. Jordan and two other piano faculty over 40 were relegated to a decreasing number of advanced courses and then rotated out of Juilliard.

32. To the extent that Juilliard claims that it exercised its business judgment to restructure its piano curriculum, particularly the advanced piano curriculum, for the 2015-16 academic year to emphasize collaboration among faculty and students, Dr. Jordan's background, qualifications, and dedicated teaching experience at Juilliard over 30 years made her a good fit to continue teaching at Juilliard. Over the course of her career at Juilliard teaching adults of all ages and abilities, Dr. Jordan was very collaborative with administration, faculty, and students. Dr. Jordan was not difficult to work with. Her teaching contracts were renewed year after year for 30 years.

33. Accordingly, Juilliard's stated reason to the EEOC, which was different than the reason it gave to Dr. Jordan at the time of termination, for not renewing Dr. Jordan's contract is illegitimate and a pretext for age discrimination.

## **II. STATEMENT OF FACTS**

### **A. Dr. Jordan's Background and Qualifications**

34. Dr. Jordan studied at renowned schools with the best teachers and earned a Bachelor of Music degree magna cum laude from Dominican College of San Raphael (now Dominican University of California), a Master of Fine Arts from UCLA, a Master of Music from Juilliard, and a Doctor of Musical Arts from the Manhattan School of Music. Dr. Jordan was in a long-term ongoing and seemingly permanent relationship with Juilliard as a graduate student, alum, Teaching

Assistant, and Evening Division Piano Faculty. Dr. Jordan has made regular charitable contributions to The Juilliard School for many years and continues to do so.

35. Evening Division Director Ms. La Senna summed up Dr. Jordan's teaching and contributions to Juilliard in her Letter of Recommendation for Dr. Jordan, dated September 10, 2010 (when Dr. Jordan was 57 years old, 5 years before her termination at age 62), "I am writing on behalf of Julie Jordan. Dr. Jordan has been a valuable asset to the Evening Division of The Juilliard School for 25 years. In that time, she has taught students of all ages and levels, from beginner to advanced and developed popular courses such as The Piano Concerto and Playing to Listen, Reflecting Through Recording. Dr. Jordan's teaching style is engaging; she involves all the students in her courses in performance and discussion. She continues to inspire her students, as her course evaluations attest. In addition, Dr. Jordan has been responsive and collegial during a recent period of administrative changes to the Division and the piano department. I am happy to recommend Dr. Julie Jordan."

36. Ms. La Senna and Dr. Jordan always exchanged cordial notes and compliments when communicating about Dr. Jordan's courses and creative ideas which basically comprised Dr. Jordan's only interaction with Ms. La Senna and other piano faculty.

37. Ms. La Senna also wrote a hand-written note card to Dr. Jordan after the May 2010 end-of-the-year faculty meeting, as she congratulated me on my 25th anniversary teaching: "I was on maternity leave when the School recognized you at the year-end faculty meeting but I wanted to express my own thanks and congratulations for your 25 years! here in the Evening Division. Your work with the students is exemplary, and we are grateful to have you in our Division! Best Wishes, Danielle"

38. In addition to teaching at Juilliard, Dr. Jordan is the Founder and Artistic Director of the New York Concerti Sinfonietta.

39. She received a Letter of Recommendation dated October 6, 2015 from its Principal Conductor Paul Hostetter.

**B. The 2015 "Restructuring" of the Evening Division Piano Curriculum**

40. To the extent the Evening Division piano curriculum for the 2015-16 academic year and the 2016 Fall Semester was restructured at the time of Dr. Jordan's termination, it was restructured only in ways that dovetail nicely with Dr. Jordan's qualities and experience as a successful and sought-after teacher at Juilliard for 30 years.

41. The topical advanced courses that Dr. Jordan taught so well for many years were "repackaged" from 1985, when it was titled "Piano IV," then later called "Piano Literature" (and rotated between Dr. Jordan, Kovalik, and Huang, the 3 original faculty who were older than 40 years old), then later called "topical classes" which were devised to attract special focus on individual themes, and then finally renamed back to "Piano IV" beginning with the 2015-16 academic year.

42. The advanced piano classes and current Advanced Piano Seminar have in common the very same repertoire. Only superior students with skills including advanced technique, excellent reading and theory knowledge were able to warrant that distinction.

43. The 2015-16 course catalog, and student reports, show that Dr. Jordan's contribution of The Piano Concerto and Solo and Collaborative works was now presented in the "Advanced Piano Seminar," which substantiates that the *advanced classes* were not in fact restructured but merely renamed.

44. The younger teachers had been assigned to teach the concerti and collaborative chamber works which Dr. Jordan had introduced

45. The younger teachers had also been assigned to teach the special class of Two Piano Literature, which Eva Lisa Kovalik had introduced, that in the 2015-16 catalog had become part of the Juilliard Evening Division.

46. The 2015-16 catalog reflected that the younger Piano Faculty members were now suddenly granted the privilege of teaching the courses Dr. Jordan had created and earned: “The Advanced Piano Seminar (These classes designed for the most advanced pianists in the Evening Division offer a comprehensive education for today’s most exceptional and dedicated amateur musicians. Students are encouraged to examine and further develop a broad range of repertoire, both solo and ensemble music. In addition to working with distinguished guest artists over the course of the year and to collaborate with Evening Division composition students on the creation of new works of the piano.”

47. Dr. Jordan had been the first evening division piano faculty to create the successful and popular Solo and Collaborative Piano Class for the same “most advanced students in the Evening Division,” and also created the popular and thriving Piano Concerto Class.

48. These two courses were re-packaged in 2015-16 into the Advanced Piano Seminar, and assigned to the two retained under 40 years old piano faculty – Assaff Weisman and Jihea Hong-Park. Their previous classes had not drawn the same popularity as the courses Dr. Jordan and the other experienced over 40 year old faculty.

49. Originally and since 1985, when Dr. Jordan began her 30-year teaching career at Juilliard, the piano classes were called Piano I, II, III, IV (advanced). When these three experienced faculty, Dr. Jordan, Kovalik, and Huang, all over forty years old, were terminated, these original titles were

reinstated for the same material of piano repertoire that they had taught successfully many years and had created a loyal following which now is in the hands of the two faculty under 40 who were retained and Mr. Shinn, also under 40.

50. Dr. Jordan had taught piano courses at every level in her last five years at Juilliard, including Advanced-Intermediate in 2012-13 and 2013-14, Intermediate in 2011-12, and Beginning in 2010-11, as the Night course catalogs show. The first page of the Piano section is the same in academic years 2014-15 and 2015-16 and differs only slightly for Fall Semester 2016. The Beginning, Intermediate, and Advanced-Intermediate shown in the 2014-15 catalog are re-named Piano I, Piano II, and Piano III in the 2015-16 catalog, but the course descriptions remain exactly the same. As for Piano IV in the 2015-16 catalog, it is identical to the Piano Class IV (advanced) that Dr. Jordan taught from 1985 through the 2008-09 academic year, as the piano course page from the 2008-09 catalog shows.

51. Dr. Jordan was a perfect fit for the new Advanced Piano Seminar course in the 2015-16 catalog. The catalog describes what Dr. Jordan had introduced for her advanced piano courses when the piano faculty were asked to "create" their own course for topical classes that would hopefully draw full registration. Dr. Jordan is most collegial and developed a consistent following for her group classes here and abroad. She is an excellent teacher and loves to collaborate with other faculty, which is the inspiration for her outside activity. She has hired four Juilliard colleagues for her conductors who all loved working with her, as well as Jeffrey Grogan who is most successful with the Wharton Institute for Performing Arts (Judith Wharton started this school) and is one of Dr. Jordan's students.

52. Several students independently wrote to President Polisi on Dr. Jordan's behalf to protest her termination.

53. The most substantive change in the curriculum from the 2014-15 to 2015-16 academic years was the elimination of the topical advanced courses that Dr. Jordan had taught for many years.

54. The most important change from the 2014-15 to 2015-16 academic years is not a restructuring of curriculum, however, but rather a restructuring of personnel. Specifically, Dr. Jordan and two other long-time faculty colleagues over age 40 (Eva Lisa Kovalik and Liz Huang) were ousted in favor of younger less-experienced faculty under age 40 (Jihea Hong-Park and Assaff Weisman). Moreover, Michael Shinn (under age 40), who taught only Introduction to Keyboard Skills in 2014-15 as reflected in the 2014-15 catalog, was promoted to teach Piano II and Piano III in 2015-16. And Mr. Shinn's wife, Jessica Chow Shinn (under age 40), was hired to teach Keyboard Skills I in 2015-16 as reflected in the piano course page of the catalog. Finally, one new person from outside Juilliard, Yi-heng Yang (under age 40), was hired to teach Piano II in 2015-16, and additional faculty under age 40 were brought in for Fall Semester 2016, as reflected on the piano course page of the catalog.

55. Over time, in any organization, disagreements among people sometimes emerge. Regarding the Juilliard Evening Division piano faculty, in the time that Dr. Jordan was there, these disagreements were minor and were resolved amicably. There were no fights over students during placement auditions. And while it is natural for faculty to want to retain students, Dr. Jordan is not aware of pressure to discourage students from studying with other faculty members. There was some discussion over enrollment issues, such as how to handle courses that were under-enrolled. Some of Dr. Jordan's advanced students reported to her that the Evening Division office tried to redirect them to other classes with less enrollment, but Dr. Jordan didn't complain and readily accepted students from faculty colleagues when their classes had to be cancelled due to

lack of enrollment. Then as now in the Evening Division, each course is taught by one instructor with minimal interaction with other faculty.

56. Dr. Jordan readily collaborated on department-wide events whenever they took place (such as the Performance Anxiety Department Seminar in 2011). Dr. Jordan would have gladly participated in more of these events had the opportunities arisen, and Dr. Jordan made time to attend the concerts by her colleagues, such as at Weill Recital Hall at Carnegie Hall, Merkin Concert Hall and in East Hampton.

57. Certainly, Dr. Jordan did her part to achieve faculty cohesiveness, collaborated during auditions with the assignment of students to the appropriate courses, and attended every faculty meeting, as reflected in email exchanges with Evening Division Director Ms. La Senna as well as Ms. La Senna's Letter of Recommendation for Dr. Jordan in September 2010.

58. Whenever asked, Dr. Jordan gladly gave up her large classroom for end-of-semester student recital use by a faculty colleague with a smaller classroom.

59. Dr. Jordan's piano classes often incorporated guest artists, field trips to concerts and related events outside of Juilliard, end-of-semester student recitals at venues outside of Juilliard, as well as enriching performance gatherings in her home piano studio.

60. On numerous occasions, Dr. Jordan accepted overflow students from classes of faculty colleagues who could not enroll enough students for Juilliard to justify proceeding with a class.

61. Dr. Jordan also encouraged collaboration with Evening Division students in other disciplines.

62. Dr. Jordan liked and respected her faculty colleagues and worked collaboratively with them and with administration.

63. She was a great fit in 2014-15 and earlier years and would have been a great fit in the "reconfiguration" in 2015-16 and going forward. If Juilliard had reservations about her being collaborative, those reservations were never shared with Dr. Jordan.

64. Juilliard never conducted performance reviews.

65. Dr. Jordan's student evaluations were generally excellent.

66. Dr. Jordan's teaching contracts were renewed year after year for 30 years until after June 30, 2015.

**C. Dr. Jordan's Part-Time Evening Division Position and Conduct**

67. As a part-time Evening Division piano faculty member, Dr. Jordan taught a variety of piano courses at all levels, which gradually declined in number from six or seven down to three. The Evening Division part-time faculty was hired on limited-term contracts—always for one academic year until more recently, when the Evening Division switched to one-semester contracts.

68. In terms of the number and level of courses that Dr. Jordan taught in her last four years, for 2011-12, Dr. Jordan taught four courses: Intermediate and three topical Advanced Piano courses. For 2012-13 and 2013-14, she taught four courses: Advanced-Intermediate and three topical Advanced Piano courses. The catalogs for 2012-13 and 2013-14 show her teaching only topical Advanced Piano courses. Due to student demand, however, Juilliard opened an extra Advanced-Intermediate section for her in both the 2012-13 and 2013-14 academic years each semester.

69. For 2014-15, Dr. Jordan's Advanced-Intermediate students wanted to continue with her at that level, but Juilliard would not open an extra section as in the prior two years, as reflected in student Registration Statements. Dr. Jordan's students lobbied the Evening Division office to open an extra Advanced-Intermediate section with her as their teacher, but they were rebuffed.

70. Dr. Jordan was on Juilliard's Evening Division faculty since 1985 until her termination in 2015. For all of her 30 years of teaching, her relationship with Juilliard's administration, as well as student evaluations of her instruction, were generally quite positive. But more recently, there have been some misunderstandings about her conduct.

71. Juilliard raised these issues as reasons for Dr. Jordan's termination for the first time to the EEOC, even though they were not told to Dr. Jordan as the reasons, supporting that they were pre-textual. Examples follow below.

72. False Accusations of Making Un-collegial Remarks About Fellow Faculty. Contrary to Juilliard's assertions to the EEOC that Dr. Jordan criticized other faculty and inappropriately questioned students about other faculty, Dr. Jordan was always collegial and collaborative in her interactions with faculty colleagues and students. Evening Division Director Ms. La Senna met with Dr. Jordan in two meetings, in the fall of 2014 and a year or two before that, at Dr. Jordan's request to discuss Dr. Jordan's creative ideas for new courses as well her insights into possible problems with certain curriculum proposals of faculty colleagues. Dr. Jordan politely asked Ms. La Senna if Dr. Jordan could share her thoughts about the audition process that was changed and improved but that still had some challenges. Dr. Jordan has documents showing cordial exchanges with faculty colleagues and with Director La Senna.

73. While Juilliard raised these interactions as a basis for Dr. Jordan's termination, Juilliard renewed Dr. Jordan's contracts every semester thereafter, showing that this reason was raised after-the-fact as a pretext.

74. Violations of Juilliard's No Solicitation Policy. In the final email response to Provost and Dean Ara Guzelimian on this topic, dated July 22, 2013, Dr. Jordan wrote: "Please let me know your thoughts, if you would like to discuss further, as I am truly loyal to my longstanding

commitment to The Juilliard School and only wish to be in full compliance with all guidelines, as a dedicated Faculty member."

75. Mr. Guzelimian did not take Dr. Jordan up on her invitation to him to discuss this further because it was resolved, and her contract was renewed thereafter.

76. This issue was fully and amicably resolved by discussion and email exchanges between Dr. Jordan and Provost and Dean Guzelimian, as reflected in her follow-up letter and email to Mr. Guzelimian. Juilliard promotes many outside projects showcasing Juilliard faculty, students, and alumni, and the New York Concerti Sinfonietta performance opportunities provided by Dr. Jordan were much admired by Juilliard faculty and students as well as from abroad.

77. Dr. Jordan never asked for nor received any support from Juilliard for her outside activities that were in furtherance of the Juilliard mission, and she never complained.

78. It was common knowledge that faculty solicitation occurred as the Administration and students in Assaff Weisman's and Michael Shinn's classes contributed thousands of dollars to their outside projects.

79. The New York Concerti Sinfonietta, of which Dr. Jordan is the Founder and Artistic Director, has been sponsored through Fractured Atlas, introduced to Dr. Jordan by Juilliard performance ensembles that are also applying for 501(c)(3) not-for-profit status.

80. Following full and amicable resolution of this issue, Dr. Jordan's contract was renewed.

81. Juilliard's raising this issue as a supposed reason for her termination for the first time to the EEOC was therefore pre-textual.

82. Report of Conflict with Manhattan School of Music Colleague. Juilliard falsely stated to the EEOC that Dr. Jordan made a student from Manhattan School of Music pay her \$85 for an unscheduled lesson, which was actually the standard audition fee and never a lesson fee. Auditions

last longer if the student has questions and different repertoire choices. Dr. Jordan did not encourage the student in question to switch to Juilliard. Only if someone asks Dr. Jordan about Juilliard, does Dr. Jordan share her candid opinions and recommendations. Dr. Jordan always treat every student with respect and never charges for a lesson unless it is pre-arranged and with her fees discussed in advance.

83. Juilliard never discussed this issue with Dr. Jordan.

84. This allegedly happened in September 2014, and Dr. Jordan's contract was renewed for Spring Semester 2015 under Juilliard's new semester contract renewal procedure, showing that Juilliard's raising it as a reason for termination for the first time to the EEOC was pre-textual.

**D. Non-Renewal of Dr. Jordan's Contract**

85. On March 10, 2015, in the presence of Caryn Doktor, Juilliard's Human Resources Director, Evening Division Director Ms. La Senna told Dr. Jordan during a meeting in her office that Dr. Jordan's contract would not be renewed for the 2015-16 academic year.

86. A letter dated March 27, 2015 confirming Juilliard's decision not to renew Dr. Jordan's contract was mailed to Dr. Jordan.

87. Although Dr. Jordan's classes and outside projects were very popular, she was always a team player. Her personal interests were always subordinate to her Juilliard responsibilities.

88. In the Evening Division on March 10, 2015, Dr. Jordan listened to Ms. La Senna tell Dr. Jordan the shocking news of her termination, and only at the end of the meeting did Dr. Jordan ask Ms. La Senna why was her contract not renewed.

89. Dr. Jordan repeated the question as Ms. Doktor interjected that Dr. Jordan was "a wonderful teacher that that this was not about your teaching," and said that Ms. La Senna won't answer that question.

90. However, Dr. Jordan did ask again because she stated that she had been on the Juilliard faculty for 30 years and truly she deserved an explanation.

91. Ms. La Senna simply shrugged her shoulders and smirked while saying, “fait accompli.”

**E. Juilliard’s Reasons For Terminating Dr. Jordan Were Pretextual**

92. As stated above, Juilliard informed Dr. Jordan in person on March 10, 2015 and by letter dated March 27, 2015, that her contract would not be renewed for the 2015-16 academic year. In the letter, Evening Division Director Ms. La Senna stated Juilliard's "...Decision to restructure a number of Evening Division classes, particularly the advanced piano courses."

93. To the extent that there was any restructuring of the curriculum, that is completely irrelevant as a basis for not renewing Dr. Jordan’s contract. Dr. Jordan has taught students of all abilities at every level for 30 years, including her last five years at Juilliard. It was false and dishonest for Juilliard to imply to the EEOC that Dr. Jordan only taught advanced classes in her last years there, when in fact she taught at every level, and to imply to the EEOC that Dr. Jordan would therefore not be well suited to teach restructured advanced classes or levels lower than advanced. It is crucial to note that Ms. La Senna’s plan to rotate the Piano I, II, III classes was in fact never implemented as she promised.

94. Juilliard asserted to the EEOC that it made its decision based on the underlying false pretextual reason that Dr. Jordan is not suited to teach the restructured piano curriculum because “she is difficult to work with, not a team player, and would be less effective in a collaborative model than other faculty.” That is a false and dishonest explanation, never discussed with Dr. Jordan, and baseless.

95. Dr. Jordan possess documents showing that she worked effectively with faculty and administration.

**F. Dr. Jordan Has Shown Juilliard's False Discriminatory Reason Was Pretext for Age Discrimination**

96. The only reason that Juilliard ever gave to Dr. Jordan for not renewing her contract was the "...Decision to restructure a number of Evening Division classes, particularly the advanced piano courses."

97. As discussed above, however, the classes, including the advanced piano courses, are virtually unchanged. Therefore, Juilliard proffered a false and pre-textual reason for termination.

98. The fact that younger less experienced faculty members under age 40 were retained and added, while Dr. Jordan and two other long-time faculty over 40 were terminated, suffices to show pretext for age discrimination.

99. The underlying reason for termination given to the EEOC – that Dr. Jordan was not suited to teach the restructured piano curriculum because she was difficult to work with, not a team player, and would be less effective in a collaborative model than other faculty – was never discussed with Dr. Jordan and is false and unsupported.

100. Dr. Jordan's conduct at Juilliard over the years did not merit termination and is inconsistent with Juilliard's stated and underlying reasons for my termination.

101. In an email to Dr. Jordan dated November 9, 2015, Juilliard's outside counsel assured Dr. Jordan that, "Also, to be very clear, the school did not terminate you 'based on information' about you in any file."

102. There was a pattern of age discrimination in Juilliard's hiring and retention in the Evening Division. While Dr. Jordan is not privy to statistics for the overall Evening Division, in addition to herself, two other highly qualified and long-time faculty colleagues over age 40, Eva Lisa Kovalik and Liz Huang, were not renewed (terminated) effective June 30, 2015.

103. In their last academic year of teaching (2014-15), the three of them comprised 60% of the Evening Division piano faculty at the time and were all considerably over age 40. They were relegated to teaching only advanced piano classes, despite Juilliard's promised faculty rotation through the different ability levels and even though they each previously taught at every level and were superbly qualified to teach adults of all ages and abilities.

104. Two less experienced faculty colleagues under age 40 were retained, Jihea Hong-Park and Assaff Weisman. Michael Shinn, also under age 40, who taught Introduction to Keyboard Skills at Juilliard in the academic year 2014-15, was promoted to the piano faculty to teach Piano II and Piano III for the academic year 2015-16. Moreover, Yi-heng Yang, under age 40, was hired from outside Juilliard to teach a Piano II section for 2015-16. Mr. Shinn's wife, Jessica Chow Shinn, under age 40, was also hired from outside Juilliard to teach Keyboard Skills I for 2015-16.

105. And per the Juilliard Evening Division Fall Semester 2016 catalog, several new piano faculty under age 40 were recently hired: Peter Dugan, Matthew Odell, and Mika Sasaki.

106. Furthermore, Juilliard provided support and in some cases funding for Dr. Jordan's piano faculty colleagues under age 40: Mr. Shinn for his piano Sonoma (please see <http://www.pianosonoma.org/>), Assaff Weisman for his Israeli Chamber Project (please see [http://www.israelichamberproject.org/icp\\_en/](http://www.israelichamberproject.org/icp_en/)), as well as for several other Juilliard faculty.

107. Dr. Jordan, on the other hand, received no support or funding for her activities as Founder and Artistic Director of the New York Concerti Sinfonietta (please see <http://newyorkconcertisinfonietta.com/>).

108. In the last Evening Division placement audition, Assaff Weisman announced that Edith Kraft and other older teachers would soon be suddenly gone as Juilliard would be quite different.

109. Romel Jarin, a long time Evening Division Administrative Assistant over age 40, was terminated by Ms. La Senna just this last spring, as were several other Juilliard employees over age 40, as it has been the trend at Juilliard.

**G. Juilliard's Failure to Train About Age Discrimination is Willful Disregard of Age Discrimination Law**

110. Juilliard's Faculty Handbook only makes passing reference to age discrimination, as does Juilliard's web site under Campus Life Policies and Disclosures. Although Evening Division Faculty are trained about sexual harassment, they only receive training with passing mention of age discrimination.

111. From all of Juilliard's actions, on information and belief, Evening Division Director Ms. La Senna and Human Resources Director Ms. Doktor have received necessary training in age discrimination law.

112. An employer's inaction regarding training of managers is an extraordinary mistake that shows willful disregard for age discrimination law.

113. Moreover, following the departure in 2013 of Laurie Carter, Juilliard's Vice President and General Counsel, the General Counsel position may not have been properly covered until the hiring of Maurice F. Edelson to the position in 2015, further exacerbating neglect of necessary guidance regarding manager training about discrimination.

114. As a result of Juilliard's discrimination against Dr. Jordan, she has lost wages and suffered emotional distress.

**FIRST CLAIM**  
**(Age Discrimination In Violation Of The ADEA)**

115. Dr. Jordan repeats and realleges the allegations contained above as if separately set forth herein.

116. Dr. Jordan is an employee within the meaning of 29 U.S.C. § 630(f).

117. Juilliard is an employer within the meaning of 29 U.S.C. § 630(b).

118. By its actions detailed above, Defendant has unlawfully discriminated against Dr. Jordan on the basis of her age in violation of the ADEA.

119. Plaintiff is entitled to back pay and front pay or reinstatement, damages for emotional distress, attorney's fees and costs, and interest, and equal treatment as her faculty colleagues have received in their outside artistic projects, specifically, similar funding commensurate with her piano faculty colleagues under 40: Michael Shinn, Jessica Chow Shinn, Assaff Weisman, and Jihea Hong-Park.

120. Juilliard's violation of the ADEA was willful, entitling Dr. Jordan to liquidated damages.

**SECOND CLAIM**  
**(Age Discrimination In Violation Of The New York City Human Rights Law)**

121. Dr. Jordan repeats and realleges the allegations contained above as if separately set forth herein.

122. Dr. Jordan is a "person" under § 8-102(1) of the New York City Human Rights Law.

123. Juilliard is an "employer" for purposes of the New York City Human Rights Law under New York City Administrative Code § 8-102(5).

124. By its actions detailed above, Defendant has unlawfully discriminated against Dr. Jordan on the basis of her age in violation of the New York City Human Rights Law, § 8-107(1)(a).

125. Plaintiff is entitled to back pay and front pay or reinstatement, damages for emotional distress, attorney's fees and costs, interest, and punitive damages, and equal treatment as her faculty colleagues have received in their outside artistic projects, specifically, similar funding commensurate with her piano faculty colleagues under 40: Michael Shinn, Jessica Chow Shinn, Assaff Weisman, and Jihea Hong-Park.

**THIRD CLAIM**

**(Age Discrimination In Violation Of The New York State Human Rights Law)**

126. Dr. Jordan repeats and realleges the allegations contained above as if separately set forth herein.

127. At all relevant times, Dr. Jordan was an “employee” for purposes for § 292 of the New York State Human Rights Law.

128. Juilliard is an “employer” for purposes of § 292 of the New York State Human Rights Law.

129. By its actions detailed above, Juilliard has unlawfully discriminated against Dr. Jordan on the basis of her age in violation of New York State Human Rights Law.

130. Plaintiff is entitled to back pay and front pay or reinstatement, damages for emotional distress, attorney’s fees and costs, and interest, and equal treatment as her faculty colleagues have received in their outside artistic projects, specifically, similar funding commensurate with her piano faculty colleagues under 40: Michael Shinn, Jessica Chow Shinn, Assaff Weisman, and Jihea Hong-Park.

WHEREFORE, Plaintiff prays that this Court grant judgment to her against Defendant containing the following relief:

A. On the First Claim, back pay and benefits and front pay and benefits, plus compensatory damages, liquidated damages, attorneys’ fees, costs and interest, all in amounts to be determined at trial; and

B. On the Second Claim, back pay and benefits and front pay and benefits, plus compensatory and punitive damages, attorneys’ fees, costs and interest, all in amounts to be determined at trial;

C. On the Third Claim, back pay and benefits and front pay and benefits, plus compensatory damages, attorneys’ fees, costs and interest, all in amounts to be determined at trial; and

D. Such other and further relief as this Court deems just and proper, such as: equal treatment which her piano faculty colleagues have received in their outside artistic projects, specifically, similar funding commensurate with her Evening Division piano faculty colleagues under 40: Michael Shinn, Jessica Chow Shinn, Assaff Weisman, and Jihea Hong-Park.

Dated: January 23, 2017

LAW OFFICE OF MICHAEL GRENERT, PLLC

By: \_\_\_\_\_ s/\_\_\_\_\_  
Michael E. Grenert  
Counsel for Plaintiff  
150 W. 28th St., Suite 1603  
New York, New York 10001-6179  
Telephone: (917) 553-2050  
Email: [mgrenert@grenertlaw.com](mailto:mgrenert@grenertlaw.com)