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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ADRIANNE CRONAS, LINDA PASICHNYK and
THERESA REARDON, individually and on behalf of
all similarly situated persons,

Plaintiffs,

FIRST AMENDED COMPLAINT

vs.

06 CV 15295

WILLIS GROUP HOLDINGS, LTD., WILLIS OF
NORTH AMERICA INC., WILLIS OF NEW YORK,
WILLIS OF NEW JERSEY, WILLIS OF
MASSACHUSETTS,

JURY TRIAL DEMANDED

Defendants.

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I. INTRODUCTION

1. Plaintiffs, by their attorneys Beldock Levine & Hoffman LLP and Brill & Meisel, bring this action on information and belief, challenging a pattern and practice of sex discrimination and retaliation committed by Willis Group Holdings, Ltd., its subsidiary Willis North America, Inc. (“WNA”) and WNA’s subsidiaries and affiliates including but not limited to Willis of New York, Inc., Willis of New Jersey, Inc. and Willis of Massachusetts, Inc.

(hereinafter referred to collectively as “Willis”), against current and former female employees of WNA and its subsidiaries at the level of Assistant Vice President, Vice President, Senior Vice President, Executive Vice President, Regional Vice President, Director, Chief Operating Officer, and Chief Executive Officer (hereinafter referred to collectively as “officers”) and other current and former employees of WNA and its subsidiaries eligible for such officer titles (hereinafter referred to as “officer-equivalents”). The violations are systemic in nature, and constitute a pattern and practice of conduct which for many years has permeated, and upon information and belief continues to permeate, Willis’s operations. The employment policies and practices of Willis have the effect, and have been undertaken with the purpose, of denying promotional opportunities and equal compensation to qualified female employees in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, the Civil Rights Act of 1991, 42 U.S.C. § 1981a, and the Human Rights Laws of the State and City of New York, N.Y. Exec. Law §§ 290 et seq. and New York City Admin. Code §§ 8-107 et seq.

II. JURISDICTION

2. Plaintiffs’ class-wide and individual claims arise under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., and the Human Rights Laws of the State and City of New York, N.Y. Exec. Law §§ 290 et seq. and New York City Admin. Code §§ 8-107 et seq. This Court has jurisdiction over plaintiffs’ federal claims pursuant to 42 U.S.C. § 2000e5(f), 28 U.S.C. §§ 1331 and 1343(a)(4), and has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) & (c). Willis of New York, Inc.’s principal place of business is located in the Southern District of New York and

a substantial part of the unlawful acts set forth below occurred in this district.

4. Plaintiffs have exhausted their administrative remedies pursuant to 42 U.S.C. § 2000e5(f)(3) as follows:

- a. Reference is made to Hnot, et al. v. Willis Group Holdings Ltd., et al., 01-CV-6558 (GEL) (“Hnot”), the class action recently concluded in this Court in which Shelly Hnot (“Hnot”) and Heidi Scheller (“Scheller”) brought claims virtually identical to those set forth in this action on behalf of themselves and a class of Willis officers and officer-equivalents. Prior to filing suit, Hnot and Scheller (1) filed a charge with the Equal Employment Opportunity Commission (“EEOC”); (2) received a determination from the EEOC that Willis subjected them and similarly situated female employees to a pattern and practice of discrimination because of their sex; (3) received a notice of their right to sue on behalf of those similarly situated female employees dated July 12, 2001; and (4) timely filed the Hnot action. The specific allegations in the EEOC charge of Hnot and Scheller, including that defendants’ unlawful acts were ongoing, and the broad scope of the EEOC investigation, placed defendants on notice of the issues raised in this complaint and gave defendants an opportunity to investigate and address those issues. As such, plaintiffs Adrienne Cronas, Linda Pasichnyk and Theresa Reardon, who are three of those similarly situated female employees referenced in the EEOC charge and, accordingly, members of the Rule 23(b)(2) class certified in Hnot, may be deemed as a matter of law to have met their administrative exhaustion requirements pursuant to 42 U.S.C. § 2000e5(f)(3).

- b. Under this rationale, this Court ruled in Cronas v. Willis Group Holdings, Ltd., 2007 WL 2739769, at *2 (S.D.N.Y. Sept. 17, 2007), that the single-filing rule permitted plaintiff Cronas to “piggyback” onto the timely-filed charges in Hnot, and that Cronas had thereby satisfied the administrative prerequisites of Title VII for the purposes of her own federal action. For the same reasons, Theresa Reardon and Linda Pasichnyk have also satisfied these administrative prerequisites.
- c. In addition, plaintiff Linda Pasichnyk filed a charge with the EEOC on April 26, 2007, and an amended charge on March 14, 2008, on behalf of herself and all current and former female employees ranked as Assistant Vice President or higher, alleging a pattern and practice of sex discrimination by Willis towards these women. Copies of her charge and amended charge are attached hereto as Exhibits 1 and 2, respectively. Plaintiff Pasichnyk subsequently received a notice of her right to sue dated April 29, 2008, a copy of which is attached hereto as Exhibit 3. Plaintiffs Cronas and Reardon are similarly situated women covered by the Pasichnyk charge as well as the Hnot and Schiller charge.

III. THE PARTIES

5. Plaintiff Adrienne Cronas (“Cronas”) is a female resident of the State of New Jersey and was employed by Willis as a Vice President, Senior Vice President and Executive Vice President from in or about September 1996 until in or about June 2004.

6. Plaintiff Linda Pasichnyk (“Pasichnyk”) is a female resident of the State of New York and has been employed by Willis as an Assistant Vice President and a Vice President since

in or about 1997.

7. Plaintiff Theresa Reardon (“Reardon”) is a female resident of the State of Massachusetts and was employed by Willis as an Account Manager and Client Manager – both officer-equivalent positions – from in or about June 1998 until in or about May 2004.

8. Defendant WNA is an insurance brokerage firm which employs approximately 5,500 persons in the United States either directly or through subsidiaries. The defendant also does business under the shorter name “Willis.”

9. WNA is a wholly-owned subsidiary of defendant Willis Group Holdings, Ltd., which is headquartered in London, England. In the fall of 1998, Willis Corroon PLC, the predecessor to Willis Group Holdings Ltd., was purchased by Trinity Holdings, a corporation which KKR formed and in which KKR was the majority shareholder. WNA was previously known as Willis Corroon of America.

10. Defendant Willis New York is a wholly-owned subsidiary of Defendant Willis Group Holdings, Ltd. It is one entity through which WNA operates in the state of New York.

11. Defendant Willis New Jersey is a wholly-owned subsidiary of Defendant Willis Group Holdings, Ltd. It is one entity through which WNA operates in the state of New Jersey.

12. Defendant Willis Massachusetts is a wholly-owned subsidiary of Defendant Willis Group Holdings, Ltd. It is one entity through which WNA operates in the state of Massachusetts.

13. In the United States, Willis operates through various subsidiaries, such as defendant “Willis of New York, Inc.,” in order to comply with state insurance regulations.

14. Willis controls the actions of its subsidiaries through Regional Vice Presidents, Regional Executive Officers, or Regional Directors supervising several separate offices and

reporting to Willis's United States headquarters.

15. At times material herein, the officers of individual subsidiaries such as Willis of New York, Inc. have also held positions in the regional organization of WNA. For example, while serving as CEO of Willis Corroon New York (now known as Willis of New York, Inc.) until April 1999, John Kelly also served as the Regional Director (later called Regional Executive Officer) of Willis's Northeast Region and as Director of Willis's National Risk Management Solutions ("RMS").

16. The various subsidiaries and offices of Willis are centrally controlled by Willis and operate as a single, integrated enterprise. The collective unit is referred to herein as Willis or WNA. WNA is similarly controlled by Willis Group Holdings, Ltd.

IV. PRACTICES CHALLENGED

17. At all times material herein, female officers and officer-equivalents were routinely subjected to a pattern and practice of sex discrimination affecting the terms and conditions of their employment at Willis. These practices reflect Willis's standard operating procedure, which served to create a glass ceiling adversely affecting its female employees.

18. Upon information and belief, in or about September 1997, Willis formed a Diversity Committee to which Joseph McSweeney ("McSweeney"), then Chief Operating Officer of the Tri-State Region (comprised of New York, New Jersey, and Connecticut), was appointed. McSweeney formed a subcommittee to which he appointed, inter alia, Henry "Hank" Ehrlich. The Diversity Committee was limited to investigating diversity issues regarding race and gender, because, although discrimination based upon disability, religion, national origin, age, and marital status were also "issues," they were not as "high profile," and would not be investigated or

explored.

19. Upon information and belief, the Diversity Committee found that “diversity” was close to non-existent at Willis and that there were only a handful of officers who were other than Caucasian males. The Committee reported its findings, but offered no solutions. Willis ignored a recommendation that it retain a professional consultant, Meg Armstrong, who was experienced in diversity and employment practices.

20. Upon information and belief, during a Committee luncheon held to consider the patent disparity in the workplace, Ehrlich stated that “the reason women can’t get ahead in business is because they can’t go out to dinner at night.” Even though the existence of a glass ceiling had been confirmed, the Committee was disbanded. No actions were adopted or undertaken to remedy the situation.

21. Willis supervisors above the level of Assistant through Executive Vice President, who were exclusively men, were entrusted with unfettered discretion in the discharge of their duties, which has afforded them the opportunity to apply their own personal preferences and biases to employment decisions. Collectively, these decisions constitute a practice that is excessively subjective and has no legitimate business justification. As a result, qualified female employees have been intentionally denied employment opportunities and benefits that were available to similarly situated male employees. Moreover, female employees have been adversely affected by these excessively subjective practices. Accordingly, the practices identified above are being challenged under systemic disparate treatment and disparate impact theories of discrimination.

i. **Discrimination in Compensation:** At all times material herein, Willis had a

pattern of paying female officers and officer-equivalents salaries which were substantially lower than the salaries paid to males with similar or lesser skills and similar or lesser experience who were performing similar work. Moreover, Willis also had a pattern of manipulating bonus and commission payments and the grant of stock options to give preferential treatment to males and to discriminate against females. The combined result was a significant disparity in the total compensation paid to females as compared to similarly situated males.

ii. **Discrimination in Assignments and Promotions:** At all times material herein, Willis has discriminated against female officers and officer-equivalents with respect to assignments and promotions in two ways:

- a. Willis has discriminated against female officers and officer-equivalents seeking positions involving either lateral moves or promotions by refusing to consider female candidates, by hiring males outside Willis rather than promoting qualified females from within, by employing excessively subjective decision-making criteria, and generally by awarding such positions to males with lesser qualifications than similarly situated women.
- b. Willis has discriminated against female officers and officer-equivalents by steering more business and assigning more profitable accounts to males and away from females. Thus, Willis has hindered females from gaining the experience and prominence associated with these assignments, which in turn has an adverse affect on both their future career paths and on their current income.

iii. **Discrimination in other terms and conditions of employment:** At all times material herein, Willis has discriminated against female officers and officer-equivalents with respect to their overall terms and conditions of employment.

- a. Willis has scrutinized the expenses incurred by females far more strictly than for males.
- b. Willis requires women to complete a greater volume of work and to work a greater number of hours than similarly situated males.
- c. Willis supervisors have subjected females to far greater scrutiny and harsher criticism than they have similarly situated males.

iv. **Retaliation:** Willis has retaliated against women who complained either internally or externally about Willis's treatment of women employees by, inter alia, blocking their advancement and by terminating their employment, either explicitly or constructively.

V. CLASS ACTION ALLEGATIONS

22. Plaintiffs request that the Court certify a Rule 23(b)(3) class consisting of all current and former female officers or officer-equivalents employed by defendants at any time from 1998 to the time of trial, and a rule (23)(b)(2) class consisting of all current and former female officers or officer-equivalents employed by defendants in the Northeast Region at any time from 2002 to the time of trial and all current and former female officers or officer-equivalents employed by defendants in the rest of the country at any time from 1998 to the time of trial.

23. The action is properly maintainable as a class action under the requirements of Rule 23(a). The class members are sufficiently numerous to make joinder of all members

impracticable. Upon information and belief, Willis employs, and employed during the pertinent period, hundreds of female officers and officer-equivalents throughout the country.

24. The claims alleged by plaintiffs raise questions of law or fact common to the class. These common questions include:

- a. whether Willis permitted and still permits managers excessive subjectivity in making promotion decisions;
- b. whether Willis permitted and still permits managers excessive subjectivity in making compensation decisions;
- c. whether this excessive subjectivity had and continues to have a disparate impact on female officers and officer-equivalents;
- d. whether this excessive subjectivity represented and continues to represent a deliberate action by Willis to block promotion of female officers and officer-equivalents and to compensate female officers and officer-equivalents less than similarly situated males;
- e. whether Willis has discriminated and continues to discriminate against females in compensation, promotion, and other terms and conditions of employment in violation of Title VII and similar applicable state and city laws;
- f. whether Willis has failed to take reasonable steps to prevent and correct discrimination against female officers and officer-equivalents on the basis of their sex; and
- g. whether Willis has retaliated against female officers and officer-

equivalents who have protested, disclosed, talked about or otherwise opposed discrimination.

25. The claims alleged on behalf of the plaintiffs are typical of those of the class. All of the claims arise from Willis's policies and practices permitting excessively subjective decision-making with respect to promotion opportunities and compensation, and permitting senior management to subject female officers and officer-equivalents to a hostile work environment.

26. The class representatives and their counsel will adequately and fairly protect the interests of the class.

27. This action is properly maintained as a class action under Federal Rule of Civil Procedure 23(b)(2) because the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief and corresponding declaratory relief with respect to the class as a whole.

28. The class action is properly maintainable as a class action pursuant to Rule 23(b)(3) because the questions of law and fact common to members of the class predominate over questions affecting only individual members and a class action is superior to other available methods for the fair and efficient resolution of this controversy.

VI. ALLEGATIONS OF PLAINTIFF CRONAS

29. Cronas was hired in September 1996 as a Vice President to start an environmental insurance specialty practice for the Willis Tri-State Region out of the New York office. She was hired at a salary of \$65,000. She was to bring in new business and cross-sell the existing book of business.

30. In or about 1997, with environmental business exceeding expectations, Willis made the environmental practice a stand-alone department, with Cronas at its head. Cronas continued to sell and grow the environmental practice.

31. By 1998, the Tri-State environmental practice, housed in the New York office, was thriving. The New York CEO, John Kelly, took Cronas to a meeting of company CEOs in Boston to explain how she and her department were so successful, and also appointed Cronas to the management committee of the New York office. Cronas was the only team leader on the management committee who was female.

32. Nevertheless, in 1998, Jeffrey Gardner was hired over Cronas as a Senior Vice President and Regional Environmental Practice Leader in New York and he replaced Cronas on the management committee. Upon information and belief, Gardner had been an underwriter for an insurance company and had no insurance brokerage background or experience. Although Gardner became the leader of the Environmental Practice, Cronas effectively continued to run the department and to produce approximately 80% of its business. Cronas had not been offered either the positions of Senior Vice President or Regional Environmental Practice Leader, although she was more qualified for those positions than Gardner.

33. Gardner determined what out-of-town meetings Cronas could attend, and Cronas was frequently denied permission to attend such meetings, which among other things provided opportunities for business development. Meanwhile, upon information and belief, many of the male officers and team leaders were often out of the office on Fridays during the spring and summer months playing golf with clients.

34. In or about early 1999, when Cronas threatened to quit, defendants made Cronas a

Senior Vice President and the Manager of the New York Environmental Department, charged with developing business in the Tri-State area. She also continued to serve as a significant source of support on environmental practice matters throughout the Northeast.

35. As Senior Vice President and Manager of the New York Environmental Department, Cronas developed and produced business in New York, New Jersey, Pennsylvania, Massachusetts and New Hampshire. Cronas worked directly with the local Willis brokers in those offices to develop and produce environmental business, and she also hired or trained a person in-house in some of those offices to develop and produce environmental business.

36. In or about late 1998 or early 1999, upon information and belief, certain male officers, team leaders and/or significant business producers received stock or stock options. Cronas was not offered, and did not receive, stock or stock options and was not aware that any such compensation had been offered.

37. In or about 1999, Gardner became head of defendants' National Environmental Practice. Shortly thereafter, in or about 2000, Gardner resigned and was replaced by Kenneth Ayers, who took the position in or about November 2000.

38. In 1998, when Cronas was expanding the department, she posted the job of client service manager within Willis. A woman who had been with Willis for more than 10 years at that time applied for the job. She informed Cronas that, although she handled most of the major accounts in her department, she had never received a promotion to Vice President. She also informed Cronas that she had trained several young men in her department who were then fast-tracked right over her, and that they had been given privileges such as attending golf outings, entertaining clients and going on renewal trips while she was doing the work on the accounts.

Cronas hired her and after less than a year promoted her to Vice President, despite resistance from Willis.

39. From 1999 to 2002, Cronas continued to grow the business of her department. In 2001, the department produced more than \$2.5 million in new business revenue. Cronas was responsible for producing approximately 90% of that business. In 2002, her department produced approximately \$5.5 million in new business revenue. Cronas was appointed to the position of Executive Vice President in 2002. During this period of time, and during other periods of her employment at Willis, Cronas was an exceptional producer of business.

40. Cronas almost always encountered resistance when attempting to get raises for the women in her department, resistance which was absent when it came to raises for the men. Obtaining promotions for men was also easier than obtaining promotions for women.

41. In 2002, when Cronas promoted her administrative assistant, who was dynamic and qualified, to the position of insurance technician, the CEO's assistant commented to Cronas that it was more than unusual for someone in the assistant's position to be promoted at all at Willis.

42. It was an acceptable practice at Willis for some men to have personal assistants to help them deal with email. Upon information and belief, none of the women officers had a personal assistant.

43. Upon information and belief, during the entire time Cronas was employed by Willis, she made less in compensation than comparable male officers, team leaders and exceptional producers of business. Upon information and belief, Cronas was not offered stock and stock options that were offered to and received by comparable male officers, team leaders

and exceptional producers of business and, when she was given stock or options, the amounts she received were, upon information and belief, lower than those given to comparable males. For example, upon information and belief, male exceptional producers who qualified for the Exceptional Producers Council and who produced business in the previous fourth quarter were given 500 stock options every year from 2001 to 2003. Cronas produced such business and qualified as a member of that Council every year during those years but did not receive the 500 stock options.

44. In or about late 2002, Cronas requested a transfer to the Willis office in Philadelphia for financial reasons, as her husband had been out of work for a long time. Gary Mathieson, who was then the New York CEO, told Cronas that he could not afford to lose her in New York, and said he would get her a raise. Although Willis then had a hiring freeze and was not giving raises, Mathieson reported back to Cronas that he had secured for her a raise of \$35,000 in her base salary. When Cronas asked him how he was able to manage that, he replied in substance that when they had evaluated what Cronas made and compared it to her counterparts, there was room to give her a raise.

45. In or about February 2004, Shelley Hnot was deposed in the Hnot case. Hnot testified that Cronas told her that she was unhappy about Gardner being hired over her head and about not being given the position and the commensurate salary, and that Cronas felt that she was doing the work and Gardner was getting the credit. Cronas was not aware of Hnot's deposition or the substance of her testimony at the time.

46. In or about March 2004, Cronas was demoted and relieved of her management duties. She was removed as manager of the Environmental Practice.

47. In or about June 2004, Cronas was terminated. She was replaced by a man who had no environmental insurance or brokerage experience, at a salary of \$250,000, far in excess of Cronas's salary of \$185,000.

48. Upon information and belief, Cronas's demotion and termination were discriminatory and retaliatory.

VII. ALLEGATIONS OF PLAINTIFF PASICHNYK

49. Pasichnyk has been employed by Willis since January 1990 – for over 17 years. In this time, she has worked her way up through the ranks of Assistant Account Manager, Account Manager, Assistant Vice President, and Vice President in the Property Claims Department of the New York office.

50. Prior to joining Willis, Pasichnyk spent ten years (1979 – 1989) working for the Property Casualty Division at Frank B. Hall & Company, a retail insurance brokerage agency. William Quinn, a former Chairman of Frank B. Hall who later became a Chief Operations Officer at Willis, recruited Pasichnyk to work for Willis.

51. Pasichnyk has always received favorable performance reviews and other commendations, including numerous awards for service excellence, at Willis. She has been praised by clients for her professionalism, approachability, diligence, and efficiency, and for providing invaluable support – technical and otherwise – in the wake of tragedies like the attacks of September 11, 2001.

52. In October 1997, as an officer in the Property Claims Department who had been with Willis for over seven years, Pasichnyk earned a salary of about \$55,000 per year. In October 1997, Daniel Heefner was hired as an officer in the Property Claims Department to

perform duties comparable to those of Pasichnyk at a starting salary of \$85,000 per year. In October 2005, as a Vice President who had been with Willis for over 15 years, Pasichnyk earned a salary of \$76,800 per year – lower than Heefner’s starting salary eight years earlier.

53. For years, Willis paid Pasichnyk a substantially lower salary than Heefner, even though Pasichnyk trained Heefner, introduced him to insurance carriers, traveled on business far more than he did, and routinely conducted on-site inspections for which Heefner was responsible.

54. On September 11, 2001, in response to a directive from Willis management, Pasichnyk went to the World Trade Center to assess the damage on behalf of Willis clients. She watched as people jumped from the first tower, where some of her friends worked. Pasichnyk was on location when the second tower collapsed, knocking her to the ground, covering her in rubble and subsuming her in a dark cloud of dust. For years after 9/11, Pasichnyk – not Heefner, who would not go near Ground Zero – conducted inspections for Port Authority and other clients who were contending with the structural after-effects of the attack. Not only did Willis continue to pay Pasichnyk a lower salary than Heefner, but the company would not even cover the cost of the clothing that Pasichnyk ruined while inspecting Ground Zero on 9/11.

55. In October 2005, Willis hired Mike Kennedy as a Vice President in the Property Claims Department – the same position as Pasichnyk – at a starting salary of \$140,000 per year. Willis paid Pasichnyk hardly more than half of Kennedy’s salary, even though Kennedy had fewer years of experience than Pasichnyk and he performed less well on the job, at times requiring Pasichnyk to clean up his work in order to salvage client relationships. Willis

management, including Eric Vorvoort and Paul Gallo, protected Kennedy from the consequences of poor performance reviews and even rewarded him with additional compensation.

56. On one occasion, Kennedy lifted Pasichnyk under her arms and alongside her breasts and carried her down the hall after she refused his offer of assistance with the files she was transporting. Despite Pasichnyk's complaints to Willis management about Kennedy's inappropriate conduct, Kennedy was not meaningfully, if at all, disciplined.

57. Upon information and belief, Willis has indicated that Kennedy is being groomed to one day manage the Property Claims Department. Despite her superior work performance, Pasichnyk has never been considered as a candidate for such promotion.

58. Pete DeVitto, who at one time oversaw the Property Division at Willis, once told Pasichnyk that she did not receive a higher raise because he had to "take care of the boys." DeVitto routinely denigrated Pasichnyk and subjected her to descriptions of pornography that he viewed on his computer. When Steve Puleio, Pasichnyk's direct supervisor, recommended a female for Heefner's position, DeVitto told him that he would never hire another female for the Property Claims Department.

59. Willis has also discriminated against Pasichnyk in the distribution of work assignments. Since Kennedy's hiring, Willis management, including Paul Gallo and Leslie Nylund, has funneled all new accounts to Kennedy instead of Pasichnyk despite her superior work performance.

60. During the 1990's, although Pasichnyk was responsible for the Pepsi Cola account and successfully handled a number of the client's losses, high level male officers of Willis took steps to undermine Pasichnyk's relationship with Pepsi. On one occasion, Greg

Lynch, the account executive on the Pepsi account, excluded Pasichnyk from a significant Pepsi meeting in Europe. In general, Pasichnyk has had a more difficult time securing approval for business travel than her similarly-situated male colleagues at Willis.

61. Willis has routinely given preference to men in the distribution of commissions. On one occasion, although Pasichnyk secured the business of GE Capital, a client that had reached out to Pasichnyk after leaving Willis, Craig Sutherland received the credit – and therefore the commission – for re-obtaining GE’s business.

62. The practice of making compensation, promotion, and other employment determinations on the basis of gender has continued under the leadership of Pete DeVitto’s successors. Steve Puleio informed Pasichnyk that management was holding her back from higher compensation and promotions.

63. Female Willis employees have complained about Paul Gallo, who oversaw the Casualty and Property Claims Departments at Willis in or about 2006-2007, for routinely speaking of his female colleagues and women generally in derogatory terms. On one occasion, Gallo referred to a female subordinate in the Casualty Claims Department as a “fat bitch.”

64. Willis’s discriminatory environment left Pasichnyk sleepless, feeling ill and extremely upset.

65. Pasichnyk’s emotional well-being deteriorated further when, in May 2007, the New York office was relocated to One World Financial Centre and Willis management placed Pasichnyk in a work space with windows facing Ground Zero. Seeing Ground Zero on a daily basis brought back images of September 11, 2001. Pasichnyk’s feelings of distress became so overwhelming that she sought psychiatric care. Her psychiatrist diagnosed her with Post-

traumatic Stress Disorder (“PTSD”), Major Depressive Disorder as a progression of PTSD, Generalized Anxiety Disorder related to PTSD, and Panic Disorder related to PTSD.

66. On June 8, 2007, at her doctor’s recommendation, Pasichnyk went out on disability leave.

VIII. ALLEGATIONS OF PLAINTIFF REARDON

67. Reardon was hired by Willis in June 1998 as an Account Manager servicing medium to large accounts in the professional liability practice of the Boston office. She started at a salary of approximately \$40,000.

68. In or about 2000, Reardon assumed the role of Client Manager in what was then called the Commercial Accounts/Lines Department at a salary of approximately \$46,000. This change in title did not constitute a promotion; on information and belief, Willis had renamed the “Account Manager” position to “Client Manager.”

69. As a Client Manager, Reardon handled accounts ranging in size from small businesses to large corporations. Reardon’s professional liability work prepared her well for this role because both positions required her to manage a large volume of complex accounts and to engage in similar day-to-day procedural practices.

70. Prior to joining Willis, Reardon worked for two years as an underwriter for Landy Insurance Agency.

71. Reardon consistently received favorable performance reviews during her tenure at Willis.

72. In or about 2001, Reardon requested a promotion and raise from her supervisor, Melinda Bendt (“Bendt”). Reardon expressed to Bendt her belief that she deserved recognition

of her level of tenure and high quality work product in the form of a raise and promotion to Assistant Vice President.

73. Bendt told Reardon that she would “see what happens.” No raise (other than the standard annual 2-3% increase), or promotion, materialized.

74. Shortly after Reardon unsuccessfully requested a raise and promotion, Vernon Nixon (“Nixon”), a male Client Manager in the Commercial Accounts Department, received a promotion to Assistant Vice President. On information and belief, Nixon had been with Willis for only about a year at the time of his promotion.

75. Reardon and Nixon had largely indistinguishable roles at Willis – they handled accounts that were roughly the same in number and size and carried out similar tasks and met similar standards in servicing these accounts. However, unlike Reardon, Nixon was reportedly disorganized in his work. In addition, Reardon possesses a law degree, which enabled her to provide value-added service to her clients. For instance, Reardon was able to review insurance contracts from both an insurance and a legal perspective and, when necessary, to alert her clients to potential problems warranting consultation with their lawyers.

76. On information and belief, Nixon was promoted to Assistant Vice President before any of the similarly situated female Client Managers in his department were promoted.

77. In or about the time period of Nixon’s promotion, Bendt asked Reardon to fill in for a woman on maternity leave from the Executive Risks Department, allegedly because Reardon’s legal background would be helpful in that role, and also to cover for those on vacation in the professional liability practice at the request of the practice’s head. For several months, Reardon skillfully juggled these added duties in addition to her regular Commercial accounts

workload.

78. Subsequent to Nixon's promotion, Reardon approached Bendt a second, and perhaps a third, time to request a raise and promotion. Reardon referenced all of the additional work she had handled at Bendt's request. Those extra responsibilities aside, Reardon informed Bendt that, based on market research, she was being paid significantly below the market rate for her position and experience in the insurance industry. On information and belief, Reardon was also earning substantially less than similarly situated males at Willis.

79. While other Account and Client Managers at Willis, including Nixon, held Assistant Vice President or Vice President titles, Reardon was never promoted to an officer position during her tenure at Willis.

80. Reardon remained in the Client Manager position until she left Willis in May 2004 at a salary of approximately \$52,000.

81. Reardon left Willis because she was undervalued, and treated disparately, in terms of compensation and promotion.

82. Reardon indicated on her exit interview form that Willis's employment practices showed bias and favoritism.

83. During her tenure at Willis, Reardon also observed that female employees were criticized more harshly and held to a higher standard by supervisors than their male counterparts.

CLASS CLAIMS

CLASS-WIDE COUNT I

Violation of Title VII – Disparate Impact

84. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 83.

85. Willis has maintained a system for making promotion and compensation decisions that is excessively subjective and which has a disparate impact on female officers and officer-equivalents.

86. The defendants' discriminatory practices described above have denied female officers and officer-equivalents promotional opportunities and compensation to which they are entitled, which has resulted in the loss of past and future wages and other job benefits for Plaintiffs and members of the class.

87. These employment practices violated § 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-2.

CLASS-WIDE COUNT II

Violation of Title VII – Disparate Treatment

88. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 87.

89. Willis has maintained a system for making promotion and compensation decisions that is excessively subjective and through which defendants discriminate against female officers and officer-equivalents by denying them the same opportunities for upward mobility and compensation afforded to similarly situated male employees.

90. The defendants' discriminatory practices described above have denied female officers and officer-equivalents promotional opportunities and compensation to which they are entitled, which has resulted in economic loss, emotional distress and other harm for which they are entitled to compensation.

91. Defendants have undertaken these discriminatory practices willfully or with reckless disregard for employees' rights protected under Title VII.

92. These employment practices violate § 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-2.

CLASS-WIDE COUNT III

Violation of Title VII – Retaliation

93. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 92.

94. Female officers and officer-equivalents opposed unlawful employment practices by informing Willis employees and managers that there were problems with unequal treatment of female employees, and by filing charges of discrimination with the EEOC. Such activities are protected under § 704(a) of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-3.

95. Following such actions, employees have been demoted and terminated by Willis. These actions constitute retaliation in violation of § 704(a) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-3.

96. The defendants' discriminatory practices described above have caused employees harm, including economic loss and emotional distress.

97. Defendants have undertaken these discriminatory practices willfully or with reckless disregard for employees' rights protected under Title VII.

98. Accordingly, the defendants violated employees' rights protected by § 704 of Title VII of the Civil Rights Act of 1964, as amended.

CLASS-WIDE COUNT IV

**Violation of New York State and New York City Human Rights Statutes:
Disparate Impact**

99. Plaintiffs repeat and reallege the allegations contained in paragraphs 1

through 98.

100. Willis has maintained a system for making promotion and compensation decisions that is excessively subjective and which has a disparate impact on female officers.

101. The defendants' discriminatory practices described above have denied female officers and officer-equivalents promotional opportunities and compensation to which they are entitled, which has resulted in the loss of past and future wages and other job benefits to members of the class.

102. Defendants have undertaken these discriminatory practices willfully or with reckless disregard for employees' rights protected under the New York State and City Human Rights Laws.

103. These employment practices violate and N.Y. Exec. Law §§ 290 *et seq.* and New York City Admin. Code § 8-107 *et seq.*

CLASS-WIDE COUNT V

Violation of New York State and New York City Human Rights Statutes: Disparate Treatment

104. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 103.

105. Willis has maintained a system for making promotion and compensation decisions that is excessively subjective and through which defendants discriminate against female officers by denying them the same opportunities for upward mobility and compensation afforded to similarly situated male employees.

106. The defendants' discriminatory practices described above have denied female

officers and officer-equivalents promotional opportunities and compensation to which they are entitled, which has resulted in economic loss, emotional distress and other harm for which they are entitled to compensation.

107. Defendants have undertaken these discriminatory practices willfully or with reckless disregard for employees' rights under the New York State and New York City Human Rights laws.

108. These employment practices violate and N.Y. Exec. Law §§ 290 *et seq.* and New York City Admin. Code § 8-107 *et seq.*

CLASS-WIDE COUNT VI

Violation of New York State and New York City Human Rights Statutes: Retaliation

109. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 108.

110. Female officers and officer-equivalents opposed unlawful employment practices by informing Willis employees and managers that there were problems with unequal treatment of female employees, and by filing charges of discrimination with the EEOC. Such activities are protected under the New York City and New York State Human Rights Laws.

111. Following such actions, employees have been demoted and terminated by Willis. These actions constitute retaliation in violation of N.Y. Exec. Law §§ 290 *et seq.* and New York City Admin. Code § 8-107 *et seq.*

112. The defendants' discriminatory practices described above have caused employees harm, including economic loss and emotional distress.

113. Defendants have undertaken these discriminatory practices willfully or with reckless disregard for employees' rights under the New York State and New York City Human Rights laws.

114. Accordingly, the defendants violated employees' rights protected by N.Y. Exec. Law §§ 290 *et seq.* and New York City Admin. Code § 8-107 *et seq.*

ADRIANNE CRONAS'S INDIVIDUAL CLAIMS

INDIVIDUAL COUNT I

Violation of Title VII – Discriminatory Termination

115. Plaintiff Cronas repeats and realleges the allegations contained in paragraphs 1 through 114.

116. Cronas was an experienced and qualified officer and manager of Willis's Environmental Practices department. Despite her qualifications, she was demoted and terminated and replaced by a less qualified male employee at a higher salary.

117. Upon information and belief, Cronas's termination was motivated in substantial part based on her gender, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*

INDIVIDUAL COUNT II

Violation of New York State and City Human Rights Laws – Discriminatory Termination

118. Plaintiff Cronas repeats and realleges the allegations contained in paragraphs 1 through 117.

119. Cronas was an experienced and qualified officer and manager of Willis's Environmental Practices department. Despite her qualifications, she was demoted and

terminated and replaced by a less qualified male employee at a higher salary.

120. Upon information and belief, Cronas's termination was motivated in substantial part based on her gender, in violation of N.Y. Exec. Law § 290 *et seq.*, and New York City Admin. Code § 8-107.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs respectfully request this Court:

A. Declare that the practices described in this complaint exist at Willis and that they are unlawful;

B. Issue a permanent injunction prohibiting the Defendants, their employees, agents, officers and successors, from engaging in the discriminatory employment practices complained of herein;

C. Issue a permanent mandatory injunction requiring that Defendants adopt employment practices in conformity with the requirements of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, and the New York State and City Human Rights Laws;

D. Award back pay and other job benefits sufficient to make Plaintiffs whole;

E. Award compensatory and punitive damages appropriate to the proof at trial;

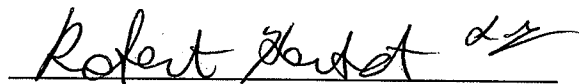
F. Award reasonable attorneys' fees and costs, including expert fees; and

G. Order such other and further relief as the Court deems just and proper.

Dated: New York, New York
June 16, 2006

Respectfully submitted,

BELDOCK, LEVINE & HOFFMAN LLP

A handwritten signature in cursive script, appearing to read "Robert Herbst", is written over a horizontal line. There are some additional scribbles to the right of the signature.

Robert L. Herbst (RLH8851)
Sofia Yakren (SY4874)

BRILL & MEISEL
Rosalind Fink (RF2492)

Attorneys for Plaintiffs