

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

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LISA BRIDGES, an individual,	:	
	:	INDEX No. _____
Plaintiff,	:	
vs.	:	SUMMONS
WEWORK COMPANIES, INC., JENNIFER	:	
BERRENT, an individual,	:	
	:	
Defendants.	:	
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To the above-named DEFENDANTS WEWORK COMPANIES, INC. and JENNIFER BERRENT:

You are each hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff’s attorney within 20 days after the service of this summons, exclusive of day of service)or within 30 days after the service is completed if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is that DEFENDANTS are located in and transact business in this County; and (b) the conduct and acts of DEFENDANTS complained of herein occurred in all or in substantial part in New York County.

Executed at Randolph, New Jersey
Dated: June 20, 2019

RAFKIN ESQ.
1201 SUSSEX TURNPIKE, SUITE 102
RANDOLPH, NJ 07869
(973) 891-3370

By: 

Seth A. Rafkin

Attorneys for Plaintiffs

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

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LISA BRIDGES, :
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 Plaintiff, :

INDEX CASE NO.

vs. :

WEWORK COMPANIES, INC., JENNIFER :
BERRENT, an individual, :
 :
 Defendants. :

**COMPLAINT FOR SEXUAL
HARASSMENT, GENDER
DISCRIMINATION, EQUAL PAY
VIOLATIONS, AIDING AND
ABETTING, AND RETALIATION**

DEMAND FOR JURY TRIAL

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Plaintiff Lisa Bridges (“Bridges” or “Plaintiff”), by and through her attorneys, Rafkin Esq., PLLC, as and for her complaint against WeWork Companies, Inc. (“WeWork” or the “Company”) and Jennifer Berrent alleges as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action against WeWork for gender discrimination, harassment, equal pay violations and retaliation pursuant to the New York City Human Rights Law (Administrative Code § 8-107 et seq.) (“NYCHRL”), the New York State Human Rights Law (N.Y. Executive Law § 290 et seq.) (“NYSHRL”) and the New York Labor Law, and against Jennifer Berrent for aiding and abetting discrimination under the NYSHRL and NYCHRL.

2. WeWork hired Plaintiff as its Senior Vice President, Total Rewards (i.e. compensation, benefits, stock awards). For a time, she was a superstar, quickly being promoted and receiving stellar feedback and reviews.

3. In late 2018, however, Plaintiff discovered that WeWork had a significant equal pay problem. It was compensating women significantly less than men, particularly with respect to

equity. She also discovered that WeWork was misleading newly hired and existing employees with respect to their equity awards and engaging in other questionable practices with respect to equity awards, i.e., tax withholding, granting options prior to an employee's hire date. This would be the beginning of the end.

4. Plaintiff raised these issues to the company. She pushed back on the Company's use of inflated share prices that misled employees about the value of their stock. She refused to lie to executives being recruited about the current share price. She raised issues related to other questionable equity practices. She presented the findings of the gender pay analysis and advocated for the Company to address this issue head on. She flagged discriminatory decisions, such as the Company's approval in June of 2018 (prior to Plaintiff's arrival) of equity grants in excess of \$1,000,000 that went almost exclusively to men.

5. Her efforts fell on deaf ears. She was told that men are paid more than women because, for example, men take risks and women don't and women are "second earners." The Company reinforced its position to Plaintiff when it then hired two men in equal and lesser positions than Plaintiff and paid them more than her. She was completely stonewalled when it came to addressing the stock price issue and other questionable equity practices.

6. Plaintiff persisted. In February of 2019, she met with Defendant Berrent. Berrent was Plaintiff's boss. Berrent was the head of Human Resources, the Chief Legal Officer and is currently the Company's Co-President. At the meeting, Plaintiff squarely complained that the Company was doing nothing to address major issues of discrimination and it continued to mislead employees about the value of their stock, i.e., knowingly representing to employees that the value of their common stock was higher than it actually was. Plaintiff pushed that Berrent (and the Company) needed to make significant changes. Among other things, in February of 2019 the Company had again approved a tranche of large equity award grants to executives that was

blatantly discriminatory. Of approximately 58 grant awards in excess of \$1,000,000, only three were awarded to women.

7. After the February meetings, everything changed. Berrent began a campaign of retaliation against Plaintiff. She refused to meet with Plaintiff one on one (something she did weekly with all her direct reports). She froze her out of key meetings and decisions. She “invited” Plaintiff not to show up to meetings of groups of which Plaintiff was a critical member.

8. In a telling move, when WeWork Founder Adam Neumann decided to issue large one-off equity grants to certain executives in advance of the Company’s upcoming 409A valuation -- precisely the issue Plaintiff repeatedly flagged as having been plagued by discrimination in the past -- Berrent cut Plaintiff out from the process entirely. This, despite the fact that Plaintiff’s job, as the head of Total Rewards, was to “own” the stock plan. Yet she was excluded from the entire process. The Company went to such lengths to hide the details that it did paper stock agreements to keep them off of the Company’s electronic systems where Plaintiff might find them.

9. During the same time, Berrent systematically eliminated other women on her leadership team and replaced them with men. She was aiming for Plaintiff next when she initiated an unprecedented off-cycle “pilot” performance review only for employees who happened to be at Plaintiff’s level (SVP). Berrent then hand-picked peer reviewers for Plaintiff (a choice previously reserved for the employee themselves) who were aligned with Berrent.

10. When Plaintiff complained outside of Berrent’s chain of command about Berrent’s retaliation and the Company’s treatment of women as well as its equity practices, the Company said it would investigate. Yet, its first order of business was to get Plaintiff out the door. It immediately put her on leave. The outside investigator asked Plaintiff to provide any documents she had that related to her complaints. Plaintiff cooperated and provided what she had. WeWork’s General Counsel then turned around and sent Plaintiff a threatening letter saying she had breached

WeWork's confidentiality provisions by providing information to the investigator – information WeWork's own investigator had requested.

11. WeWork then advised Plaintiff that it wanted to discuss “terms” for termination of her employment with WeWork. In other words, in response to Plaintiff complaining about equal pay violations, discriminatory practices, and questionable equity practices, WeWork threw Plaintiff out of the office, its General Counsel threatened her and then it tried to get her to agree to leave the Company. WeWork also then asked employees for “dirt” on Plaintiff. Although the investigators were supposed to be investigating claims relating to equal pay practices and related retaliation *against Plaintiff*, WeWork employees were being asked to provide negative information about Plaintiff.

12. More than two months passed without a single communication to Plaintiff from WeWork or the investigators as to what was going on with the investigation or whether she would ever be allowed to return to her job. Unbeknownst to Plaintiff, WeWork also began recruiting efforts to replace Plaintiff.

PARTIES

13. Plaintiff is an experienced Total Rewards executive who lives and works in New York City. She was hired as the Vice President of Total Rewards for WeWork in August of 2018. She was quickly promoted to Senior Vice President, Total Rewards in October of 2018.

14. Defendant WeWork is a multi-national corporation providing shared office space and related services to business and individuals around the world. At the time Plaintiff was put on leave, the Company employed over 10,000 employees and was worth an estimated \$20 billion. WeWork is headquartered in New York City, where it maintains its executive offices, and is incorporated under Delaware law. During all relevant times, WeWork was Plaintiff's employer within the meaning of all applicable statutes.

15. Defendant Berrent is presently the Co-President and Chief Legal Officer of WeWork and was Plaintiff's immediate supervisor. She has a substantial ownership interest in the company. She has the authority to and did hire and fire employees, as well as supervise and control employee conditions of employment. Berrent is an "employer" within the meaning of New York Executive Law § 296 (1). Berrent exercised managerial and supervisory authority within the meaning of the New York City Human Rights Law section 8-107.

JURISDICTION AND VENUE

16. This Court has jurisdiction over this matter and venue is proper in this County because Defendant WeWork regularly transacts business in this County and the events giving rise to the claims occurred in this County and were engaged in by Defendants.

FACTS COMMON TO ALL COUNTS

17. WeWork is a large corporation providing shared office space and related services to business and individuals alike. WeWork was cofounded in 2010 by Adam Neumann and Miguel McKelvey. The Company has experienced massive growth in the last four years. At the time Plaintiff was put out on leave, it employed more than 10,000 and had a reported estimated valuation of \$20 billion.

18. In August of 2018, Plaintiff was hired as WeWork's Senior Vice President of Total Rewards (i.e., compensation, benefits and stock awards). In this role, she was in charge of implementing the Company's compensation practices across all of WeWork, e.g., salary, bonus, equity grants, etc. She was told that a key part of her job was to "own" the Company's stock plan.

19. For a time, Plaintiff was a superstar. She was promoted to Senior Vice President just three months after her original start date, in October of 2018. Her first performance evaluation, delivered in December of 2018, was stellar.

20. Unbeknownst to her, Plaintiff had joined a company severely hampered by gender discrimination and equal pay issues. The Company's equal pay problem came to light when Plaintiff tasked WeWork's People Analytics Team with completing a gender pay analysis for the company. A previous study completed by the Company had only included employees' base salary. That study had found a statistically significant pay disparity Company-wide. That pay gap was neither disclosed to the broader Company nor addressed. Plaintiff directed the People Analytics team to conduct a comprehensive pay analysis, i.e., one that included equity grants as well as bonus and incentive compensation, rather than just base salaries.

21. The results of the analysis were glaring. It revealed that WeWork compensated women at significantly lower levels than men, especially with regard to equity grants. It also revealed a dearth of women retained and paid at a senior level Company-wide. These findings were in line with other instances of discrimination that Plaintiff discovered. After she began employment, Plaintiff discovered that in June of 2018 (prior to Plaintiff's arrival), the Company had approved a significant number of equity grants in excess of \$1,000,000. Those grants went almost exclusively to men. Plaintiff flagged this issue for the Company and made clear that this was a problem the Company had to address.

22. In or around late October of 2018, Plaintiff and her team presented the People Analytics gender pay analysis findings to WeWork senior leaders, including Berrent. The Company, however, made clear that it had no interest in addressing such issues. Defendant Berrent, then the Chief Human Resources Officer, acknowledged the findings but insisted that the unequal pay made sense. Her explanation was nothing short of astonishing in its breadth of gender normative stereotypes and implicit bias against women in the workplace. According to Berrent, men are paid more at WeWork than women because:

- a. "Men take risks and women don't."

- b. “Men demand more money. Women just say yes.”
- c. “Men are willing to relocate, women aren’t.”
- d. “Men don’t admit failure, women do.”
- e. “WeWork acquires only male founder companies (whose male founders then get disproportionately large stock grants) because most companies are founded by men. There just aren’t any female founder companies to purchase.”

23. In or around December of 2018 Defendant Berrent took the stage at a Company-wide town hall meeting and said that WeWork did *not* have an equal pay problem. To make matters worse, she called out Plaintiff by name, intimating that it was Plaintiff’s work that confirmed such pay equality. Plaintiff was appalled. The People Analytics team had found precisely the opposite and Berrent knew it.

24. Later, Berrent directed Plaintiff to represent at an all-hands town hall meeting in the UK that WeWork’s UK offices do not have a gender pay gap. Plaintiff refused. The analysis completed by WeWork’s own team found specifically that UK-based women were compensated at a significantly lower rate than men – a fact known to Berrent. For example, WeWork paid a woman working the same job as a man a salary of £67,000 while paying the man a salary of £97,000. Plaintiff refused to lie despite pressure from Berrent -- her boss -- to do so.

25. When Plaintiff pressed that the Company should not only be honest in its communications but in fact actually address the pay gap in the UK, Berrent protested. Berrent’s response was that the women did not need their salaries raised to match the men because, among other things, they were “second wage earners” and may have agreed to less cash when they were hired in exchange for stock. Berrent made this statement despite knowing that the gender pay analysis indicated that women had received significantly less equity than their male counterparts.

26. WeWork's attitude toward gender pay issues was on further display when, after Plaintiff was hired, WeWork hired two men into her HR group. One was at the same level as Plaintiff – Senior Vice President. WeWork paid him \$50,000 more in salary than Plaintiff and gave him a larger stock grant and bonus payments. The other man was *junior* to Plaintiff and was also paid \$50,000 per year more than Plaintiff, and given a larger stock grant and bonus payments. This is entirely consistent with the gender pay analysis showing WeWork's practice of paying men more than women.

27. Plaintiff also raised other issues to the Company's attention which, again, went ignored. To take but one example, WeWork went on a tear of hiring executives from the investment banking world as part of its run up to filing the initiating steps toward an Initial Public Offering ("IPO"). Pursuant to WeWork's own equity plan, equity cannot be granted to an employee until the employee has actually started working. WeWork, however, granted equity to several male executives *before* they started their WeWork employment, calling them "contingent" employees. This was done so these men would get the benefit of a better strike price for their equity. Plaintiff flagged this issue for Berrent. True to form, Berrent did nothing. WeWork also granted stock options to the CEO of an acquired company prior to him becoming a WeWork employee so that he too could lock in the lower strike price. When Plaintiff called the Company out on this practice, they made the CEO a contingent employee to lock in the lower strike price because they knew they were violating the terms of the equity plan by granting stock options to someone that was not yet an actual employee.

28. In February of 2019 it all came to a head. On February 14th, Plaintiff met with Defendant Berrent and reiterated her position in no uncertain terms that WeWork was misleading employees and potential employees about the stock price and it needed to stop. Specifically, she stated that the Company needed to stop representing that the stock was worth \$110/share making

the company worth \$47 billion, which she knew was not accurate. Indeed, just days before at the Compensation Committee meeting, an outside Board member told Berrent that if she did not stop using that figure, he would not continue on the committee. When he said that, Berrent shot Plaintiff a glaring look plainly intended to signal to Plaintiff to keep her mouth shut.

29. Also in that February 14th meeting, Plaintiff told Berrent that Berrent cannot keep lying to employees that the Company does not have an equal pay problem when she knows very well that it does. Plaintiff advocated for, among other things, a comprehensive re-leveling of positions to provide more parity and equality between similar job levels. She pushed Berrent that the Company needed to develop an across-the-board compensation philosophy and then implement salary, bonus and equity bands consistent with such philosophy and focused on equal pay. Currently, bonuses and equity grants are discretionary and lead to disparate treatment. Employees doing the same or similar job have vastly different salaries with no offsetting rationale for the difference. While the Company paid lip service to Plaintiff's recommendations, in reality it undermined Plaintiff's efforts to implement real change.

30. On February 22nd, Plaintiff met with Berrent again. The next round of equity awards had been approved at the February Compensation Committee meeting and, once again, out of approximately 58 employees who received large equity awards (in excess of \$1,000,000) only three were women. Plaintiff told Berrent that this had to stop as it is blatantly discriminatory and it was her reputation and good name on the line.

31. After that February 22nd meeting, everything changed. Berrent cut Plaintiff out of the inner circle and right out of her job. Berrent meets with her direct reports for a one on one meetings each week. She never held another one with Plaintiff. She cancelled meetings with Plaintiff on matters that required Berrent's approval, leaving issues open for months on, leaving Plaintiff unable to do her job.

32. At a group leadership meeting about ongoing People Team strategy – plainly within Plaintiff’s purview – Berrent was outwardly hostile to Plaintiff and questioned why she was even at the meeting, stating in front of the group “we don’t need you here.” She “invited” Plaintiff not to show up to meetings that Plaintiff had previously been in charge of. Plaintiff was either no longer invited to compensation committee meetings or when invited, excused from the meeting prior to the meeting starting – this despite the fact that Plaintiff was (ostensibly) the Company’s executive in charge of compensation.

33. In or around March of 2019, Berrent initiated an unprecedented, off-cycle “pilot” performance review for Senior Vice Presidents only (the position level held by Plaintiff). This was highly unusual as employees had just gone through a biannual review cycle in December of 2018 and there was no basis to review only the SVPs a second time. Moreover, for the prior review, WeWork employees selected their own peer reviewers and discussed them with their managers during the review cycle. For this “pilot” cycle, however, Berrent hand-picked peer reviewers for Plaintiff with no discussion. She then used this as a basis to devalue Plaintiff with other leaders and ultimately to try to get rid of her.

34. In perhaps the most telling of moves, when Company founder Neumann decided that certain executives would get one-off grants of stock options in advance of the Company’s next 409A valuation (which was anticipated to increase the strike price significantly), the Company shut Plaintiff out entirely from the process. Plaintiff- the head of Total Rewards whose job it was to “own” the stock plan – was not allowed to know anything about the grants. The Company was so paranoid about keeping the information from Plaintiff that it did the award agreements on *paper* so there would be no record in the Company’s electronic system for Plaintiff (or others) to see. This is the same organization that does not even allow its employees to have printers in its quest to be 100% electronic and paper-free and environmentally friendly.

35. When Plaintiff complained about *Berrent's* behavior, the Company abruptly put *Plaintiff* out on leave, and swiftly shut off her email. They notified Plaintiff that they had engaged a New York law firm to investigate her complaints. However, after interviewing Plaintiff, they left her in the dark for more than eight weeks. Indeed as of filing this complaint, neither WeWork nor the investigator has ever communicated with her again about the investigation, the results thereof or anything further with respect to her employment.

36. What they did do is try to draw out the investigation process as long as possible while ramping up to go public and dig up dirt on her in the meantime. Indeed, while WeWork was ostensibly investigating Plaintiff's complaints about retaliation *by Berrent*, WeWork was pushing employees to provide negative feedback about Plaintiff.

37. The Company also threatened Plaintiff with baseless claims about violations of her proprietary information agreement as a way to scare her. After the investigator hired by WeWork requested that Plaintiff send any and all documents she had supporting her complaint of retaliation to the investigator, WeWork's General Counsel Jared DeMatteis then sent Plaintiff a threatening letter accusing her of violating confidentiality provisions by having a record of the emails and other materials she was asked to provide to the investigators. This was absurd. Plaintiff was still an employee and she was sending WeWork documents to WeWork's investigators per the investigators' direction. Further, WeWork also communicated that it wanted to discuss "terms" of employment termination with Plaintiff. Meanwhile, Berrent systematically eliminated other woman on her leadership team and replaced them with men. The HR Team is now lead by two men.

38. In short, after Plaintiff complained about equal pay practices, discrimination, questionable equity practices and Berrent's retaliation, WeWork put *Plaintiff* out on leave, had its General Counsel threaten her, sought to dig up dirt on her and sought to get her to agree to "terms"

of employment termination. Meanwhile, in the more than eight weeks that passed since the “investigation” purportedly started, Plaintiff did not receive a single communication from WeWork or the investigators as to the status of the investigation or the results, if any. Nothing. And, unbeknownst to Plaintiff, WeWork began efforts to recruit a replacement for Plaintiff.

COUNT I
[AGAINST WEWORK]
GENDER BASED HARASSMENT IN VIOLATION OF THE NEW YORK STATE HUMAN RIGHTS LAW
AND NEW YORK CITY HUMAN RIGHTS LAW

39. Plaintiff hereby incorporates by reference the preceding paragraphs as though fully set forth herein.

40. Plaintiff is a female.

41. Defendant Berrent and other WeWork employees harassed Plaintiff based at least in part on gender. Plaintiff raised gender-specific issues to the Company, and in particular repeatedly complained that the Company was not compensating women – including Plaintiff – on an equal basis to men. The Company knew it had an equal pay problem, but did nothing to address it. When Plaintiff refused to lie and say the Company did not have equal pay issues in the UK, Berrent responded that women did not need their salary to be paid equal to men because they were “secondary wage earners” and may have received more equity because they didn’t need the cash.

42. Berrent then systematically created a hostile environment. She terminated the employment of another senior woman on her team. After Plaintiff raised gender pay issues, WeWork cut Plaintiff out of meetings. It excluded her from major compensation decisions despite the fact that Plaintiff’s primary job responsibility was global compensation. WeWork and Defendant Berrent did not treat the male employees in Plaintiff’s group and Plaintiff’s male peers in the same manner.

43. As per the NYCHRL, WeWork treated Plaintiff less well than her male colleagues at least in part because Plaintiff is a woman and complained about unequal treatment of women, including herself.

44. As per the NYSHRL, WeWork's treatment of Plaintiff created a hostile work environment. WeWork's conduct was severe and/or pervasive and altered the terms and conditions of Plaintiff's employment. Plaintiff perceived her working environment to be hostile, as would a reasonable person in Plaintiff's shoes.

45. WeWork is liable for the harassment perpetrated on Plaintiff because it knew of such harassment and failed to take remedial action. Among other things, they failed to take preventative and corrective measures to address the harassment of Plaintiff. Instead, WeWork retaliated against Plaintiff by cutting her out of critical decisions, excluding her from meetings, and eventually putting her on leave and cutting off all access and demanding she return her Company equipment.

46. WeWork's conduct was engaged in with malice or reckless disregard for Plaintiff's rights. Accordingly, punitive damages are warranted under the NYCHRL.

47. As a result of WeWork's conduct, Plaintiff has suffered and is entitled to recover damages, including lost back wages and benefits, including the value of equity, lost future earnings and benefits, including the value of equity, compensatory damages for emotional distress, punitive damages (under the NYCHRL) and attorneys' fees and costs.

COUNT II
[AGAINST WEWORK]
GENDER DISCRIMINATION
PURSUANT TO THE NEW YORK STATE HUMAN RIGHTS LAW AND NEW YORK CITY HUMAN
RIGHTS LAW

48. Plaintiff hereby incorporates by reference the preceding paragraphs as though fully set forth herein.

49. Plaintiff is a member of a protected class (female).

50. Plaintiff was qualified for her job and performing it satisfactorily. Indeed, she received excellent performance reviews at WeWork.

51. Plaintiff suffered an adverse employment action, i.e., the retaliatory actions as set forth above and the constructive termination of her employment.

52. Plaintiff's gender was a motivating factor in Defendant WeWork's adverse actions against Plaintiff.

53. Plaintiff was treated less well than male employees.

54. Defendant's conduct was engaged in with malice or reckless disregard for Plaintiff's rights. Accordingly, punitive damages are warranted.

55. As a result of Defendant WeWork's conduct, Plaintiff has suffered and is entitled to recover damages, including the value of lost back wages and benefits, including the value of equity, lost future earnings and benefits, including the value of equity, compensatory damages for emotional distress, punitive damages, and attorneys' fees and costs.

COUNT III
[AGAINST WEWORK]
RETALIATION IN VIOLATION OF THE NEW YORK HUMAN RIGHTS LAW,
AND THE NEW YORK CITY HUMAN RIGHTS LAW

56. Plaintiff hereby incorporates by reference the preceding paragraphs as though fully set forth herein.

57. Plaintiff engaged in protected activity by, inter alia, complaining to WeWork about the gender based harassment she experienced as well as a gender pay gap as set forth above.

58. WeWork was aware of such protected activity because Plaintiff directly complained to WeWork more than once.

59. Because of Plaintiff's protected activity, WeWork took adverse employment actions against her as set forth hereinabove and the constructive termination of her employment.

60. Plaintiff suffered emotional distress and humiliation as a result of WeWork's conduct. WeWork's conduct was engaged in with malice or reckless disregard for Plaintiff's rights. Accordingly, punitive damages are warranted.

61. As a result of WeWork's conduct, Plaintiff has suffered and is entitled to recover damages, including lost back wages and benefits, including the value of equity, lost future earnings and benefits, including the value of equity, compensatory damages for emotional distress, punitive damages, and attorneys' fees and costs.

COUNT IV
AIDING AND ABETTING DISCRIMINATION
IN VIOLATION OF THE NEW YORK HUMAN RIGHTS LAW N.Y. EXEC. LAW § 296(6)
AND NEW YORK CITY HUMAN RIGHTS LAW
[AGAINST BERRENT]

62. Plaintiff hereby incorporates by reference the preceding paragraphs as though fully set forth herein.

63. Berrent was Plaintiff's employer within the meaning of the New York State Human Rights Law and New York City Human Rights Law. Among other things, Berrent had the

authority to hire and fire employees. Berrent aided, abetted, incited, coerced and/or compelled WeWork's gender discrimination against Plaintiff as more fully set forth above.

64. Berrent's conduct was engaged in with malice or reckless disregard for Plaintiff's rights. Accordingly, punitive damages are warranted.

65. As a result of Defendant Berrent's conduct, Plaintiff has suffered and is entitled to recover damages, including the value of lost back wages and benefits, including the value of equity, lost future earnings and benefits, including the value of equity, compensatory damages for emotional distress, punitive damages, and attorneys' fees and costs.

**COUNT V
EQUAL PAY VIOLATIONS
IN VIOLATION OF THE NEW YORK LABOR LAW § 194**

66. Plaintiff hereby incorporates by reference the preceding paragraphs as though fully set forth herein.

67. Plaintiff is a female.

68. Plaintiff performed equal work on a job requiring equal skill, effort, and responsibility as certain men employed by WeWork, and performed such job under similar working conditions.

69. WeWork treated Plaintiff's compensation differently than it treated the compensation of men. This includes compensating Plaintiff less in salary, bonus and equity awards.

70. This was part of a larger gender pay problem at WeWork as set forth more fully above.

71. WeWork did not treat Plaintiff's compensation differently based (i) a seniority system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of production; or (iv) a differential based on any other factor other than sex.

72. Plaintiff suffered damages as a result of WeWork's violation including the loss of salary compensation, bonus compensation, and equity, in an amount to be proven at trial.

73. Pursuant to New York law, in addition to the amount underpaid, Plaintiff is also entitled to liquidated damages in an amount up to 300% of the underpaid compensation.

74. By reason of WeWork's conduct as alleged herein, Plaintiff is entitled to all remedies available under the New York Equal Pay Act, including but not limited to lost compensation and benefits, interest, attorneys' fees, and liquidated damages.

**COUNT VI
RETALIATION
IN VIOLATION OF THE NEW YORK LABOR LAW § 215**

75. Plaintiff hereby incorporates by reference the preceding paragraphs as though fully set forth herein.

76. Plaintiff engaged in protected activity of which WeWork was aware, namely, that Plaintiff complained about its failure to pay her and other women on an equal basis to men.

77. Plaintiff suffered an employment action that disadvantaged Plaintiff, in particular, excluding her from meetings, cutting her out of decision making decisions directly within her job responsibilities, putting her out on leave, shutting off her access and requiring her to return her company equipment and, ultimately, the constructive termination of her employment.

78. A causal connection exists between Plaintiff's protected activity and WeWork's actions against her as set forth above, including, the close temporal proximity of Plaintiff's protected activity and WeWork's adverse employment actions.

79. Accordingly, Plaintiff is entitled to compensatory damages, liquidated damages and attorneys' fees and costs.

80. Prior to filing this lawsuit, Plaintiff notified the Attorney General of her complaints thereby satisfying her administrative requirements.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff hereby prays for judgment against Defendants on all causes of action and for recovery as follows:

- a. Economic damages for past lost wages and benefits (including the value of equity) and future lost wages and benefits (including the value of equity) in an amount to be proven at trial;
- b. Liquidated damages pursuant to statute;
- c. Damages for emotional distress and humiliation in an amount to be proven at trial;
- d. Punitive damages in an amount to be proven at trial;
- e. Prejudgment interest;
- f. Attorneys' fees and costs pursuant to statute; and
- g. For such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues triable by jury in this action.

Executed at Randolph, New Jersey.

Dated: June 20, 2019

RAFKIN ESQ.
1201 SUSSEX TURNPIKE, SUITE 102
RANDOLPH, NJ 07869

By: 
Seth A. Rafkin (5026554)

Attorneys for Plaintiff Lisa Bridges