

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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AMY BARTOLETTI, CHIA SIU, :
NADINE MENTOR, LISA CONLEY and :
BRITTANY SHARPTON, : Civil Action No. 10 Civ. 7820 (WHP)
Plaintiffs, :
v. : **AMENDED COMPLAINT**
CITIGROUP INC. and CITIGROUP GLOBAL :
MARKETS INC., : **JURY TRIAL DEMANDED**
Defendants. :
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Plaintiffs Amy Bartoletti, Chia Siu, Nadine Mentor, Lisa Conley, and Brittany Sharpton (collectively, “Plaintiffs”), by and through their counsel, Thompson Wigdor & Gilly LLP, as and for their Amended Complaint in this action against Citigroup Inc. and Citigroup Global Markets Inc. (together “Citigroup,” “Defendants” or the “Company”), hereby allege as follows:

NATURE OF THE CLAIMS

1. The outdated “boys club” is alive and well at Citigroup where women are denied equal terms and conditions of employment that are provided to similarly-situated male employees. As a result of this “boys club,” men dominate the senior ranks of Citigroup’s management and executive positions. In fact, Citigroup’s Senior Leadership Committee is dominated by men as it is comprised of 39 men and 5 women, while all 19 members of the Executive Committee are men. Given this disparity in the most senior level positions, it is not surprising to find that the “boys club” filters down through the management ranks to affect all senior and junior level professional positions at Citigroup. The fact that Citigroup turns a blind eye towards its discrimination against women (in violation of well-established federal, state and

local anti-discrimination laws) stands in stark contrast to the federal government's willingness to bail out Citigroup through the Troubled Asset Relief Program ("TARP"). While Citigroup has worked so hard to right the ship and repay TARP funds borrowed from the federal government, it has failed to address the pervasive discrimination have been subjected to throughout the course of their employment with the Company. Plaintiffs have filed this lawsuit to seek redress for the systematic and pervasive discrimination which ultimately led to their unlawful terminations under the pretext of the November 21, 2008 reduction in force.

2. Prior to November 21, 2008, Plaintiffs were employed in the Public Finance Department within Citigroup's Municipal Securities Division. Consistent with the extreme disparity between men and women in management level positions, the Company-wide layoffs that Citigroup underwent on November 21, 2008, had a disparate impact on the Company's female employees. Indeed, with respect to the November 21, 2008 layoff, Citigroup engaged in recessionary discrimination when, rather than fulfill its obligation to its shareholders and retain the most qualified employees, it terminated Plaintiffs' employment as part of the Company-wide layoffs that were announced on November 21, 2008. While thousands of well-qualified women were terminated as a result of the November 21, 2008, in most circumstances Citigroup retained less qualified male employees. Indeed, upon information and belief, a statistically significant percentage of female employees were terminated as a result of the November 21, 2008 layoff, both within the Municipal Securities Division and Company-wide. Thus, the significant disparity between the percentage of female employees terminated as part of the November 21, 2008 reduction in force and the percentage of male employees terminated as part of the November 21, 2008 reduction in force was statistically unlikely to have occurred by chance, and instead was the result of intentional gender discrimination and any facially neutral policy

allegedly employed by Defendants in making layoff decisions had a statistically relevant adverse impact on female employees. While Plaintiffs did not execute separation agreements following their termination, most, if not all of the other women that were affected by these discriminatory policies and/or practices signed these agreements, thus foreclosing their ability to participate in this matter and permitting Citigroup's discrimination to continue unabated.

3. Plaintiffs seek declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' unlawful employment practices, including unlawful discrimination, against Plaintiffs in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* ("Title VII"), the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.* ("NYSHRL"), and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 *et seq.* ("NYCHRL").

4. As set forth below, Plaintiffs are victims of a "glass ceiling" or discriminatory barrier to equal opportunity advancement which has included the unlawful denial of promotions, compensation commensurate with male employees, and equality with respect to the terms and conditions of their employment, including, in the case of Plaintiffs, the termination of such employment.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1333, as this action involves federal questions regarding the deprivation of the rights of Plaintiffs. The Court has supplemental jurisdiction over Plaintiffs' related claims arising under state and local law pursuant to 28 U.S.C. § 1337(a).

6. Venue is proper in this district pursuant to 28 U.S.C. § 1331(b) and (c) because

Defendants reside in this district and a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

PROCEDURAL REQUIREMENTS

7. Plaintiffs have complied with all statutory prerequisites to their Title VII claims, having each filed a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) and having each received notice of their right to sue from the EEOC. This action was filed within 90 days of receipt of their EEOC right to sue letters.

8. Prior to the commencement of this action, a copy of this Complaint was served on the New York City Commission on Human Rights and the Offices of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of § 8-502 of the New York City Administrative Code.

9. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

PLAINTIFFS

10. Plaintiff Amy Bartoletti is female former employee of Citigroup who resides in New York, New York. At the time of her unlawful termination, Ms. Bartoletti was employed as a Director in the Housing Group of the Public Finance Department within the Municipal Securities Division in Citigroup’s New York office. At all relevant times, she met the definition of an “employee” under all applicable statutes.

11. Plaintiff Nadine Mentor is a female former employee of Citigroup who resides in Orlando, Florida. At the time of her unlawful termination, Ms. Mentor was employed as a Director in the Southeast Regional Group of the Public Finance Department within the Municipal Securities Division in Citigroup’s Orlando, Florida office. At all relevant times, she met the definition of an “employee” under all applicable statutes.

12. Plaintiff Lisa Conley is a female former employee of Citigroup who resides in Chicago, Illinois. At the time of her unlawful termination, Ms. Conley was employed as a Director in the Health Care Group of the Public Finance Department within the Municipal Securities Division in Citigroup's Chicago office. At all relevant times, she met the definition of an "employee" under all applicable statutes.

13. Plaintiff Chia Siu is a female former employee of Citigroup who resides in Long Island City, New York. At the time of her unlawful termination, Ms. Siu was employed as an Analyst in the Housing Group of the Public Finance Department within the Municipal Securities Division in Citigroup's New York office. At all relevant times, she met the definition of an "employee" under all applicable statutes.

14. Plaintiff Brittany Sharpton is a female former employee of Citigroup who resides in New York, New York. At the time of her unlawful termination, Ms. Sharpton was employed as an Analyst in the Infrastructure Group of the Public Finance within the Municipal Securities Division in Citigroup's New York office. At all relevant times, she met the definition of an "employee" under all applicable statutes.

DEFENDANTS

15. Defendant Citigroup Inc. is a Delaware corporation with a principal place of business at 399 Park Avenue, New York, New York. Citigroup Inc. is a global financial services holding company providing financial products and services, including consumer banking and credit, corporate and investment banking, securities brokerage, and wealth management. Citigroup Inc. has approximately 16,000 offices and 300,000 employees worldwide. At all relevant times, Defendant Citigroup Inc. met the definition of an "employer" under all relevant statutes.

16. Defendant Citigroup Global Markets Inc. is a New York corporation with a principal place of business at 388 Greenwich Street, New York, New York. Citigroup Global Markets Inc. is a subsidiary of Citigroup Inc. and provides investment banking services on a global basis with approximately 8,600 employees. At all relevant times, Defendant Citigroup Global Markets Inc. met the definition of “employer” under all relevant statutes.

CULTURE OF DISCRIMINATION WITHIN CITIGROUP

17. Defendants’ pattern and practice of discriminatory conduct towards female employees is an outgrowth of the general discriminatory attitude towards women that pervades all departments and divisions of the Company. Indeed, it is a well-known mantra at Citigroup that, “if there’s a layoff, it’s women and children first.”

CULTURE OF DISCRIMINATION WITHIN THE MUNICIPAL SECURITIES DIVISION

18. The culture of discrimination that exists at Citigroup, and within the Municipal Securities Division in particular, is most simply proven by statistical evidence. For example, based on data current as of July 2006, in Citigroup’s Municipal Securities Division, women filled only five (5) out of the fifty-eight (58) (or 9%) total Managing Directors positions. The Managing Director position is the highest executive level at the Company and represents the top management of the Company.

19. At the second highest level, women filled only sixteen (16) out of 121 (or 13%) of the Director positions in the Municipal Securities Division. Thus, at these two high-level executive positions, 158 out of 179 total positions (or 88%) were filled by men.

20. At the Vice-President level, women filled thirty-two (32) of the seventy-six (76) (or 42%) positions within the Municipal Securities Division. Similarly, at the junior professional

level (which includes Assistant Vice Presidents, Associates, and Analysts), women filled forty-five (45) of the 109 (or 41%) of these positions within the Municipal Securities Division.

21. As a percentage of the overall population of professional employees within the Municipal Securities Division, women filled only 27% of those 364 total professional positions.

22. Thus, as a percentage of the overall population of female employees in the Municipal Securities Division as of July 2006, only five of the ninety-eight (98) female employees (or 5%) were employed as Managing Directors and only 16% were employed as Directors. Conversely, 20% of the 266 male employees were employed as Managing Directors with 39% of the male employees assigned to Director positions. Thus, 59% of the 266 male employees in the Municipal Securities Division were either Managing Directors or Directors which is a far greater percentage as compared to female employees.

23. At the Vice President level (which is subordinate to Managing Directors and Directors), while thirty-two (32) of the seventy-six (76) (or 42%) total positions are filled by women, these thirty-two (32) women make up 33% of the total female population in the Municipal Securities Division while the forty-four (44) male Vice Presidents comprise only 17% of total male population in the Municipal Securities Division.

24. Similarly, while forty-five (45) of the 109 (or 41%) junior professional positions (which includes the Assistant Vice President, Associates and Analyst positions) are filled by women, these forty-five (45) women make up 46% of the total female population in the Municipal Securities Division while the sixty-four (64) male junior professional employees comprise only 24% of the total male population in the Municipal Securities Division. Thus, it is clear that women are relegated to the Vice-President and junior professional positions, all of

which are non-officer positions, while the top management positions are overwhelmingly dominated by men.

25. While the total number of Managing Director and Director positions increased steadily from 2000 to 2006, the stark disparity between the number of male and female employees in these positions remained constant. Indeed, during this time period, the number of male Managing Directors increased from thirty-four (34) to fifty-three (53), while the number of female Managing Directors increased from three (3) to five (5). Similarly, during the same time period, the number of male Directors increased from sixty-three (63) to one hundred five (105), while the number of female Directors increased from nine (9) to sixteen (16). Thus, the culture of discrimination that permeates Citigroup is well-established in the Municipal Securities Division and continued unabated through the November 21, 2008 reduction in force.

CULTURE OF DISCRIMINATION WITHIN THE PUBLIC FINANCE DEPARTMENT

26. The culture of discrimination that exists within the Municipal Securities Division is also evident within the Public Finance Department.

27. Similar to the Municipal Securities Division, the culture of discrimination that exists within Public Finance is most simply proven by statistical evidence. For example, based on data current prior to the November 21, 2008 layoff, in Citigroup's Public Finance Department, women filled only four (4) out of the thirty-three (33) (or 12%) total Managing Directors positions. Similarly, women filled only five (5) out of the fifty-one (51) (or 10%) Director positions. Thus, at these two high-level executive positions within Public Finance, seventy-five (75) out of eighty-four (84) total positions (or 89%) were filled by men.

28. Similarly, prior to the November 21, 2008 layoff, women filled two (2) of the six (6) (or 33%) Vice President positions and filled twenty-six (26) of the sixty-six (66) (or 39%) junior professional positions.

29. As a percentage of the overall total of professional employees, women filled 24% of the 156 total professional positions within Public Finance.

30. Thus, as a percentage of female employees in the Public Finance Department prior to the November 21, 2008 layoff, only 11% of the thirty-seven (37) female employees were employed as Managing Directors and only 14% were employed as Directors. Conversely, of the 119 male employees in the Public Finance Department, 24% were employed as Managing Directors and 39% of the total male population was employed as Directors.

31. At the junior professional level (which includes Assistant Vice President, Associate and Analyst), while twenty-six (26) of the sixty-six (66) (or 39%) junior professional positions are filled by women, these twenty-six (26) women make up 70% of the total female population in Public Finance while the forty (40) male junior professionals comprise only 34% of the total male population within Public Finance. Thus, it is clear that women are relegated to the junior professional positions, all of which are non-officer positions, while the top positions are dominated by men.

GENDER DISCRIMINATION WITHIN THE PUBLIC FINANCE DEPARTMENT IN THE NOVEMBER 21, 2008 LAYOFF

32. The Company-wide layoffs which were announced on November 21, 2008, had a disparate impact on women across the entire Public Finance Department, Municipal Securities Division and, upon information and belief, the entire Company.

33. As explained above, there was already a high disparity among the number of male and female officer positions within Public Finance, yet six (6) male and five (5) female

Managing Directors and Directors were terminated. Thus, while 89% of the Managing Directors and Directors were men, only 55% of Managing Directors and Directors selected for layoff in the November 21, 2008 reduction in force were men.

34. As a result of the November 21, 2008 reduction in force, the number of female Managing Directors and Directors decreased from nine (9) to only five (5), and the percentage of the total number of these positions filled by women decreased from 11% to 7%. Indeed, as a result of the November 21, 2008 layoff, the number of female Directors in Public Finance decreased from five (5) to only one (1) – thus, only 2% of the Director positions after the reduction in force were filled by women.

35. With respect to the junior professional positions (Assistant Vice President, Associate and Analyst), male employees were laid off at a significantly lower rate than female employees despite comprising a substantial majority of the pre-layoff population. Specifically, of the thirteen (13) employees in these positions which were laid off, seven (7) were women and six (6) were men. Thus, as a result of the November 21, 2008 layoff, the number of female junior professional employees decreased from twenty-six (26) to nineteen (19) while the percentage of women in the overall junior professional population decreased from 39% to 36%.

PLAINTIFFS' CLAIMS

I. AMY BARTOLETTI

36. At the time that Amy Bartoletti was notified that she was being laid off in November 2008, she had been a 16 year employee of Citigroup. As reflected uniformly in her performance reviews and bonus compensation, throughout her employment with Citigroup, Ms. Bartoletti was an outstanding, dedicated and hard-working employee of the Company who

always demonstrated a high level of performance. Always the consummate team player, Ms. Bartoletti was well respected by her peers, immediate supervisors and subordinates alike.

37. Notwithstanding the above, on November 21, 2008, Ms. Bartoletti was notified by Mr. Brownstein that her employment was terminated as part of a Company-wide reduction in force.

38. In July 2008, Ms. Bartoletti was employed as a Director assigned to Public Finance's Housing Group, a position she had held for approximately seven years, and reported to Nicholas Fluehr, Managing Director and Head of the Housing Group. In July 2008, Mr. Fluehr's employment was terminated as part of a reduction in force.

39. Following Mr. Fluehr's July 2008 layoff, the Housing Group consisted of seven employees: two Directors (Ms. Bartoletti and Michael Koessel), one Vice President (Ping Hsieh), two Associates (Ray High and Michael Murad) and two Analysts (Chia Siu and Tian Yang).

40. Immediately following Mr. Fluehr's layoff, David Brownstein selected Ms. Bartoletti to serve as the new Head of the Housing Group. Ms. Bartoletti was the logical choice as she was more qualified for the position than Mr. Koessel, as reflected by their respective performance reviews, their respective 360 degree reviews by their peers, and their respective performance bonuses. Indeed, in stark contrast to Ms. Bartoletti, Mr. Koessel was not well-regarded by his peers and subordinates. Indeed, Ms. Bartoletti's former supervisor previously stated that, "Ms. Bartoletti's performance exceeded that of Mr. Koessel in every category," and "there is no question that Ms. Bartoletti's managerial experience and understanding of working of the Housing Group far exceeded that of Mr. Koessel's."

41. Indeed, prior to his termination, Mr. Fluehr regularly asked Ms. Bartoletti to assume many of his management responsibilities when he was traveling for business or was otherwise unavailable. In addition, Ms. Bartoletti had significant management experience as she had been the Analyst/Associate coordinator in the Housing Group for several years until she passed this responsibility on to Ms. Hsieh.

42. When Mr. Koessel learned that Mr. Brownstein selected Ms. Bartoletti to replace Mr. Fluehr as Head of the Housing Group, Mr. Koessel complained to Mr. Brownstein and threatened to quit if he was not selected to serve as co-Head of the Housing Group.

43. Rather than explain to Mr. Koessel that Ms. Bartoletti was more qualified for the position, Mr. Brownstein, who maintains a close, personal relationship with Mr. Koessel, acquiesced to Mr. Koessel's demands and appointed Mr. Koessel to serve as co-Head of the Housing Group along with Ms. Bartoletti.

44. Shortly after they were named as co-Heads of the Housing Group, both Ms. Bartoletti and Mr. Koessel were told by Citigroup's Business Controls – Risk Management department that, in order to remain in their positions as co-Heads of the Housing Group, they needed to take and pass the Municipal Securities Principal Qualification (Series 53) examination within 90 days. Ms. Bartoletti and Mr. Koessel were told that this licensure is required of all group heads within the Municipal Securities Division.

45. While Ms. Bartoletti took and passed the Series 53 examination on October 29, 2008, at the time of her termination, Mr. Koessel had not obtained this licensure which Citigroup stated was a necessary requirement of the position of co-Head of the Housing Group. Citigroup, however, permitted Mr. Koessel to remain as the co-Head of the Housing Group position and now permits him to serve as Head of the Housing Group.

46. Ms. Bartoletti had significantly more experience with Citigroup as she had been employed with the Company since 1992 while Mr. Koessel began his employment with the Company in 2002.

47. In addition to being longer tenured, Ms. Bartoletti's performance reviews and bonus compensation reflect that she was significantly more qualified than Mr. Koessel. Indeed, while Mr. Koessel was frequently rated "Effective," Ms. Bartoletti always received the highest ratings (either "Exceptional" or "Highly Effective") on her performance reviews. Similarly, Mr. Koessel's 360 degree reviews reflect that he was not well-regarded among his peers and subordinates. Further, while Mr. Koessel and Ms. Bartoletti received the same base salary, Ms. Bartoletti's performance-based bonus always far exceeded Mr. Koessel's performance-based bonus.

48. Notwithstanding the fact that Ms. Bartoletti was clearly more qualified for the position of Head of the Housing Group, on November 21, 2008, she was notified by Mr. Brownstein that he selected her for termination as part of a reduction in force. However, Mr. Koessel was retained as the Head of the Housing Group.

49. Based on any objective business criteria, the elimination of Ms. Bartoletti in favor of Mr. Koessel cannot be justified. Instead, Mr. Brownstein was given unfettered discretion in whom to select for layoff, and he chose to keep the male employee with whom he maintained a personal friendship rather than a significantly more qualified female employee.

50. Indeed, Ms. Bartoletti's former supervisor stated that he was shocked when he learned that Citigroup had decided to terminate Ms. Bartoletti has part of a reduction in force and retain Mr. Koessel and he could think of no set of circumstances in which Citigroup could have selected Ms. Bartoletti for termination over Mr. Koessel.

51. As further evidence of the discriminatory animus employed by Mr. Brownstein in selecting employees to layoff within the Housing Group, the only other women in the group (Ms. Ping and Ms. Siu) also were selected for layoff, despite being more qualified than those male employees that were retained.

52. Thus, following the November 21, 2008 reduction in force, Mr. Brownstein had eliminated all of the female employees in the Housing Group.

53. The foregoing actions by Citigroup, through the actions of the Company's management, including but not limited to Mr. Brownstein, constitute unlawful disparate treatment and/or disparate impact discrimination against Ms. Bartoletti on the basis of her gender.

54. On February 17, 2009, Ms. Bartoletti filed a formal charge of discrimination with the EEOC on behalf of herself and other similarly-situated employees stating the same facts alleged herein.

55. As a result of Defendants' unlawful discrimination including, but not limited to, the termination of her employment, Ms. Bartoletti has suffered monetary and/or economic damages, including, but not limited to, the loss of past and future income, compensation and other benefits.

56. As a further result of Defendants' unlawful and discriminatory actions, Ms. Bartoletti has suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.

57. Defendants' discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Bartoletti's civil rights.

II. CHIA SIU

58. Ms. Siu began her career with Citigroup in July 2006 as an Analyst assigned to the Housing Group. Prior to accepting this position, Ms. Siu took part in a one-year rotational internship from July 2005 to June 2006, where she spent six months working for Citigroup and six months working for the New York State Housing Finance Agency. In July 2006, following this rotational internship, Ms. Siu was hired as an Analyst within the Housing Group.

59. Throughout her employment with Citigroup, Ms. Siu was, according to all quantifiable metrics, a top-performer. Indeed, in her June 2008 year end review, Ms. Siu received a rating of “Superior” – the highest rating – and Mr. Fluehr provided the following comments: “Chia is very reliable and does a fantastic job with clients and projects. She takes initiative and is a very valuable member of our Housing Group.”

60. As further evidence of her commitment and dedication to Citigroup, though not a requirement for her position, Ms. Siu was pursuing the designation of Chartered Financial Analyst and had passed two of the three examinations required for this designation, both on her first attempt.

61. In further recognition of her outstanding performance, in August 2008, Ms. Bartoletti and Mr. Koessel, along with Mr. Brownstein, told Ms. Siu that she was to be promoted to an Associate position in January 2009 – six months ahead of the normal three-year schedule for Analysts. While this promotion was confirmed by Human Resources, the promotion was effectuated prior to Ms. Siu’s termination as part of the November 21, 2008 discriminatory reduction in force and was confirmed by Human Resources approximately two weeks prior.

62. On November 21, 2008, Ms. Siu was notified that she was being terminated as part of a reduction in force. Prior to this date, there were four individuals employed as either

Analysts or Associates, yet Ms. Siu – the only female in either of these positions – was the only employee to be involuntarily eliminated. Michael Murad, a July 2008 hire, was also terminated, but he had already decided to look for work outside the Housing Group.

63. In July 2008, Citigroup hired Tian Yang (male) as an Analyst assigned to the Housing Group. When he was hired, Mr. Yang had no experience in the industry and had not obtained his required licensure for the position.

64. At the time Ms. Siu was laid off, Defendants retained Tian Yang, a male Analyst hired by Citigroup in July 2008. At the time that Mr. Brownstein decided to retain Mr. Yang, he had not yet been given any independent responsibility and the majority of his work involved assisting other Analysts and Associates.

65. The majority of Mr. Yang's training was provided by Ping Hsieh – a female Vice President who also was terminated as part of the November 21, 2008 reduction in force. And, as of November 21, 2008, Mr. Yang had not obtained his Series 63 licensure, a requirement of the position, as he failed his first attempt at this licensing exam. Yet Mr. Brownstein made the decision to retain Mr. Yang and not Ms. Siu who had obtained all required licenses on her first attempt. Mr. Yang also was significantly less experienced than Ms. Siu.

66. In addition to retaining Mr. Yang instead of Ms. Siu, Mr. Brownstein also elected to retain Raymond High, a male Associate two years senior to Ms. Siu. Despite having two years of experience less than Mr. High, Ms. Siu was regularly assigned more responsibility and, as evidence of her higher level of performance and value to the Group, worked on more senior-managed single family deals than any of the other junior bankers in the Housing Group, which included Messrs. High and Yang. Also, because she was two years junior to Mr. High, she represented a significant cost savings to the Housing Group over the retention of Mr. High.

67. When Mr. Brownstein chose to retain Messrs. High and Yang – and chose to terminate Ms. Siu – he did not do so because of any objective business criteria, but because of her gender.

68. Defendants claim that Ms. Siu was selected for layoff because she expressed that she was dissatisfied with her placement in the Group and that she intended to leave the firm, yet Defendants ignore the fact that these concerns were expressed prior to Ms. Siu's promotion and prior to numerous conversations between Ms. Siu and management, including Mr. Brownstein and Mr. Koessel, whereby they convinced her right after the prior layoff in June 2008 that Citigroup was committed to the Housing Group and that her position within Citigroup was secure.

69. Thus, following Mr. Fluehr's June 2008 layoff, Ms. Siu continued to dedicate herself to the Company as evidenced by her willingness to work through weekends and holidays in order to meet the accelerated needs of clients. Indeed, one day prior to her termination, Ms. Siu completed and presented a long term project which is considered the most quantitative and labor intensive assignment in the Housing Group. It entailed producing a 200 page book and running a number of complex financial models.

70. Similarly, in the months prior to her unlawful termination, Ms. Siu spent a significant amount of her time ensuring not only the success of the particular deal or transaction, but also ensuring that the Company's clients were satisfied with the service that the Company was providing.

71. Relying on Mr. Brownstein and Mr. Kossel's representations – and Human Resources confirmation of the promotion only two weeks before her termination – Ms. Siu declined interviews that could have led to other employment and did not pursue other

opportunities. Instead, Defendants convinced Ms. Siu that her employment was safe, then terminated her employment – while retaining less qualified male employees – as part of the November 21, 2008 layoffs.

72. As with Ms. Bartoletti, Ms. Siu's former supervisor has stated that he can think of no set of circumstances in which Citigroup could have selected Ms. Siu for termination over the male employees that were retained.

73. The foregoing actions by Citigroup, through the actions of the Company's management, constitute unlawful disparate treatment and/or disparate impact discrimination against Ms. Siu on the basis of her gender.

74. On February 17, 2009, Ms. Siu filed a formal charge of discrimination with EEOC stating the same facts alleged herein.

75. As a result of Defendants' unlawful discrimination including, but not limited to, the termination of her employment, Ms. Siu has suffered monetary and/or economic damages, including, but not limited to, the loss of past and future income, compensation and other benefits.

76. As a further result of Defendants' unlawful and discriminatory actions, Ms. Siu has suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.

77. Defendants' discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Siu's civil rights.

III. NADINE MENTOR

78. Ms. Mentor began her career with the Company in June 2005 when she was recruited by Citigroup to leave her employment at UBS Investment Bank ("UBS") when her

supervisor at UBS, Norman Pellegrini, transitioned from UBS to Citigroup. Ms. Mentor was assigned to the Southeast Regional Group as a Vice President where she reported to Mr. Pellegrini.

79. Throughout her employment with Citigroup, Ms. Mentor was an outstanding employee – always rated as either “Exceptional” or “Highly Effective” – on her performance reviews.

80. In January 2008, in recognition of the successful accounts that she had worked on, the strong client relationships that she developed over the prior two and a half years, and the senior banker role that she took on many new accounts, Ms. Mentor was promoted to a Director position in advance of the normal promotion cycle to a Director position. This promotion was approved by a panel of Managing Directors within the Public Finance Department.

81. While Ms. Mentor was given the title of Director, she was not given any corresponding salary increase, and was instead paid the same Vice President salary that she had been paid prior to her promotion. Thus, throughout 2008 Ms. Mentor was paid significantly less in salary than similarly-situated male Directors in her group.

82. While both Mr. Pellegrini and his boss, Frank Chin, assured Ms. Mentor that she would be made whole and would be paid her salary difference at the time bonuses were paid in January 2009, she was terminated prior to that date and thus did not receive this promised compensation.

83. Consistent with the gender disparity among management positions in the Municipal Securities Division and the Public Finance Department, at the time of her promotion to Director in January 2008, Ms. Mentor was the only female Director or Managing Director in

the Southeast Regional Group, which included four male Directors and three male Managing Directors.

84. Despite being one of the more junior Directors in her group, Ms. Mentor was the primary banker for several key clients – unlike other junior Directors that had been terminated in earlier rounds of layoffs – and had been awarded appointments on upcoming lucrative transactions. Her forward calendar was more profitable than other male Directors that were retained as part of the November 21, 2008 reduction in force.

85. Though the severely depressed economy seriously impacted her group, Ms. Mentor continued to bring in new business for the Company while many of her similarly-situated male colleagues struggled to bring in any new business. Specifically, Ms. Mentor played a significant role in (i) securing two major deals with the State of Connecticut; (ii) securing a \$180 million deal with Broward County, Florida – Citigroup’s first deal with Broward County in fifteen years; and (iii) served as the senior banker on Citigroup’s U.S. Virgin Islands account and successfully secured the Company’s appointment on a \$400 million transaction with the U.S. Virgin Islands. Conversely, most of Ms. Mentor’s similarly-situated male colleagues were unable to secure any new business throughout 2008.

86. Despite these significant achievements, on November 21, 2008, Ms. Mentor was notified she was being terminated as part of a Company-wide reduction in force.

87. Indeed, at the time that Defendants selected Ms. Mentor for termination as part of the November 21, 2008 reduction in force, Ms. Mentor was in the middle of working on a major transaction while many of the male Directors that were retained were not bringing in any revenue for Citigroup and whose elimination would not impact any pending transactions. In fact, following Ms. Mentor’s termination, one of the male Directors that was retained replaced Ms.

Mentor as the primary banker on a large transaction that she secured for the Company because he had minimal business.

88. Similarly, as explained above, at the time that Ms. Mentor was terminated, she was still being paid as a Vice President, thus, she also represented a significant cost savings over the retention of underperforming male Directors that were paid a higher salary.

89. While Mr. Pellegrini told Ms. Mentor that the decision to terminate her employment was not performance based, he admitted that she “should not have been let go” and said that the decision, which “did not make sense,” was made by someone above him in the New York office. Upon information and belief, this decision was made by Mr. Brownstein. Furthermore, after her termination, Mr. Pellegrini sought to retain Ms. Mentor as a contractor so as not to upset clients and lose several lucrative contracts for the Company that she had secured while employed at Citigroup.

90. When Ms. Mentor notified the clients that she had worked closely with on behalf of the Company that her employment was terminated, they were equally confused and upset by the Company’s decision and some of Ms. Mentor’s clients contacted Mr. Pellegrini to express their disappointment with the decision to lay off Ms. Mentor.

91. The foregoing actions by Citigroup, through the actions of the Company’s management, constitute unlawful disparate treatment and/or disparate impact discrimination against Ms. Mentor on the basis of her gender.

92. On February 17, 2009, Ms. Mentor filed a formal charge of discrimination with EEOC stating the same facts alleged herein.

93. As a result of Defendants’ unlawful discrimination, including, but not limited to, the termination of her employment, Ms. Mentor has suffered monetary and/or economic

damages, including, but not limited to, the loss of past and future income, compensation and other benefits.

94. As a further result of Defendants' unlawful and discriminatory actions, Ms. Mentor has suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.

95. Defendants' discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Mentor's civil rights.

IV. LISA CONLEY

96. Ms. Conley began her career with Citigroup in 1997. Throughout her career with the Company, Ms. Conley always received positive reviews from her managers. Similarly, her peers relied heavily on her strong banking skills and her clients regarded her performance and advice very highly.

97. Notwithstanding her high level of performance, Ms. Conley's employment was terminated on November 21, 2008 as part of Citigroup's company-wide reduction in force.

98. At the time of her termination, Ms. Conley was employed as a Director in the Health Care Group of the Public Finance Department. While Ms. Conley worked out of the Chicago office, her direct supervisors, David Cyganowski and Fred Hessler, both worked out of Citigroup's New York office and the decision to terminate her employment was made out of the New York office.

99. Prior to her termination, Ms. Conley was the only female Director among ten Directors in the Health Care Group. As part of the reduction in force, however, Citigroup

retained all nine male Directors in the Health Care Group, including two male Directors assigned to the Chicago office.

100. There is no business justification for the termination of Ms. Conley's employment as she had brought in more revenue for Citigroup in 2008 than in the prior two years combined. Additionally, Ms. Conley had a number of transactions "in the queue" that would have resulted in revenue for Citigroup in 2009, some of which were executed shortly after Ms. Conley's termination.

101. Further, Ms. Conley's ability to manage up to the Managing Director level and manage down to the junior banker level, as well as the strong relationships that she maintained with clients and her ability to gain additional revenue from existing clients were a key attribute in the difficult 2009 revenue environment that warranted retaining Ms. Conley over many of the male Directors that Defendants retained.

102. Conversely, Citigroup retained similarly-situated but underperforming male colleagues with less experience that had brought in less revenue throughout 2008 and did not have as many significant deals projected to close in early 2009.

103. One of these retained Directors, Ryan Freel, had significantly less experience than Ms. Conley as he had just started with Citigroup in 2007.

104. The foregoing actions by Citigroup, through the actions of the Company's management, constitute unlawful disparate treatment and/or disparate impact discrimination against Ms. Conley on the basis of her gender.

105. On February 17, 2009, Ms. Conley filed a formal charge of discrimination with the EEOC stating the same facts alleged herein.

106. As a result of Defendants' unlawful discrimination, including, but not limited to, the termination of her employment, Ms. Conley has suffered monetary and/or economic damages, including, but not limited to, the loss of past and future income, compensation and other benefits.

107. As a further result of Defendants' unlawful and discriminatory actions, Ms. Conley has suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.

108. Defendants' discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Conley's civil rights.

V. BRITTANY SHARPTON

109. Ms. Sharpton began her career with Citigroup in 2006 as a summer intern. In July 2007, Ms. Sharpton was hired as a full time Analyst in the Infrastructure Group of the Public Finance Department.

110. Throughout her career with Citigroup, Ms. Sharpton performed her job with the highest degree of professionalism and competence. Indeed, Ms. Sharpton frequently sought out more complex assignments and more responsibility, which was noted in her July 2008 performance review where she was giving the highest rating in the "Takes Initiative" category.

111. Prior to the November 21, 2008 layoff, the Infrastructure Group was predominantly male. Indeed, of the sixteen (16) employees, there were four (4) Managing Directors (all male), four (4) Directors (three male, one female), two (2) Assistant Vice Presidents (one male, one female), three (3) Associates (all male) and three (3) Analysts (two

male, one female). Among the Analysts, Ms. Sharpton and Matthew Chin were hired in 2007, while Alan Dockeray was hired in July 2008.

112. With the November 21, 2008 layoff, four employees in the Infrastructure Group—including all three female employees – were terminated. Thus, following the reduction in force the Infrastructure Group consisted of twelve (12) employees – all of whom were men.

113. Despite the fact that the two other male Analysts – Mr. Chin and Mr. Dockeray – were less experienced and less qualified than Ms. Sharpton, they were both retained, presumably at the behest of Mr. Brownstein along with Thomas Green (male), Head of the Infrastructure Group.

114. Indeed, Ms. Sharpton had far superior credentials than the male Analysts that were retained. While both Mr. Chin and Ms. Sharpton started with Citigroup in July 2007, Ms. Sharpton was more experienced as she had been a Summer Intern with the Housing Group from May to August 2006. Further, Ms. Sharpton worked on more deals than Mr. Chin, worked with more varied Managing Directors, and was more proactive in seeking out complex assignments and responsibility.

115. Indeed Ms. Sharpton was assigned to work on deals with the following groups: Water and Sewer, Tobacco, Convention Centers, and Sports Stadiums & Convention Centers, Pensions, the U.S. Virgin Islands and Puerto Rico Region as well as the Mid-Atlantic region. Additionally, after two Analysts assigned to the Transportation Group quit, Ms. Sharpton offered to work with the Transportation Group and was immediately staffed on multiple projects and live deals that were bringing in revenue for the Company for that Group.

116. Because Ms. Sharpton was assigned to more deals than Mr. Chin, she was required to work longer hours and on weekends. Conversely, when the Managing Director that Mr. Chin

primarily worked with went on a one month vacation in the fall of 2008, Mr. Chin's work load drastically reduced – a fact which he boasted about to friends and colleagues – which permitted him to spend most days during this time period running personal errands and perusing non-business websites. Management was aware of Mr. Chin's lack of productivity during this period, yet decided to retain Mr. Chin anyway.

117. Additionally, Ms. Sharpton was well-regarded among her supervisors and colleagues, while Mr. Chin had been instructed by Mr. Green that he could no longer work with certain individuals because of his unprofessional behavior. Similarly, Mr. Chin was not well-regarded by fellow Analysts as one colleague requested that her seat be moved away from his as a result of his unprofessional behavior.

118. With respect to Alan Dockeray, who had only been with the Company since July 2008, Ms. Sharpton was clearly more experienced. Indeed, Ms. Sharpton's supervisors and managers recognized that she was more experienced as they frequently assigned Mr. Dockeray to work with Ms. Sharpton projects where Ms. Sharpton was the lead Analyst. Even Mr. Dockeray recognized this fact as he frequently sought out Ms. Sharpton's assistance on various projects and assignments.

119. Further, Ms. Sharpton was more qualified than Mr. Dockeray as she possessed all of the required licenses (Series 52 and 63), while Mr. Dockeray had not obtained his Series 63.

120. Notwithstanding this disparity in qualifications and experience, Citigroup terminated Ms. Sharpton but retained Messrs. Chin and Dockeray, presumably at the behest of Mr. Brownstein along with Thomas Green (male), Head of the Infrastructure Group.

121. The foregoing actions by Citigroup, through the actions of the Company's management, constitute unlawful disparate treatment and/or disparate impact discrimination against Ms. Sharpton on the basis of her gender.

122. On February 17, 2009, Ms. Sharpton filed a formal charge of discrimination with EEOC stating the same facts alleged herein.

123. As a result of Defendants' unlawful discrimination, including, but not limited to, the termination of her employment, Ms. Sharpton has suffered monetary and/or economic damages, including, but not limited to, the loss of past and future income, compensation and other benefits.

124. As a further result of Defendants' unlawful and discriminatory actions, Ms. Sharpton has suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.

125. Defendants' discriminatory actions were intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Ms. Sharpton's civil rights.

AS AND FOR A FIRST CAUSE OF ACTION

(Gender Discrimination in Violation of Title VII, 42 U.S.C. § 2000(e))

126. Each allegation contained in paragraphs 1 through 126, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

127. Citigroup has discriminated against Plaintiffs on the basis of their gender in violation of Title VII by treating them differently from and less favorably than similarly-situated male employees and by subjecting them to disparate working conditions, including, but not limited to, selecting them for layoff while retaining less qualified and/or less experienced male

employees, and subjecting them to other disparate terms and conditions of employment on the basis of their gender in violation of Title VII.

128. In addition or in the alternative, Citigroup's policies, practices and/or procedures for making decisions which provide managers with unchecked discretion in making decisions related to compensation, assignments, promotions, performance evaluations, discipline and terminations have produced a disparate impact against women, including Plaintiffs.

129. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of Title VII, Plaintiffs have suffered and continue to suffer monetary and/or economic harm, for which they are entitled to an award of monetary damages and other relief.

130. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of Title VII, Plaintiffs have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as physical injury, for which they are entitled to an award of monetary damages and other relief.

131. Citigroup's unlawful and discriminatory actions constitute malicious, willful and wanton violations of Title VII for which Plaintiffs are entitled to an award of punitive damages.

AS AND FOR A SECOND CAUSE OF ACTION

(Gender Discrimination in Violation of the New York State Human Rights Law)

132. Each allegation contained in paragraphs 1 through 131, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

133. Citigroup has discriminated against Plaintiffs on the basis of their gender in violation of the NYSHRL by treating them differently from and less favorably than similarly-situated male employees and by subjecting them to disparate working conditions, including, but not limited to, selecting them for layoff while retaining less qualified and/or less experienced

male employees, and subjecting them to other disparate terms and conditions of employment on the basis of their gender in violation of NYSHRL.

134. In addition or in the alternative, Citigroup's policies, practices and/or procedures for decision-making which provide managers with unchecked discretion in making decisions related to compensation, assignments, promotions, performance evaluations, discipline and terminations have produced a disparate impact against women, including Plaintiffs.

135. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYSHRL, Plaintiffs have suffered and continue to suffer monetary and/or economic harm, for which they are entitled to an award of monetary damages and other relief.

136. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYSHRL, Plaintiffs have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as physical injury, for which they are entitled to an award of monetary damages and other relief.

AS AND FOR A THIRD CAUSE OF ACTION

(Gender Discrimination in Violation of the New York City Human Rights Law)

137. Each allegation contained in paragraphs 1 through 136, inclusive, is hereby repeated, realleged and incorporated by reference, as if fully set forth herein.

138. Citigroup has discriminated against Plaintiffs on the basis of their gender in violation of the NYCHRL by treating them differently from and less favorably than similarly-situated male employees and by subjecting them to disparate working conditions, including, but not limited to, selecting them for layoff while retaining less qualified and/or less experienced male employees, and subjecting them to other disparate terms and conditions of employment on the basis of their gender in violation of NYCHRL.

139. In addition or in the alternative, Citigroup's policies, practices and/or procedures for decision-making which provide managers with unchecked discretion in making decisions related to compensation, assignments, promotions, performance evaluations, discipline and terminations have produced a disparate impact against women, including Plaintiffs.

140. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYCHRL, Plaintiffs have suffered and continue to suffer monetary and/or economic harm, for which they are entitled to an award of monetary damages and other relief.

141. As a direct and proximate result of Citigroup's unlawful discriminatory conduct in violation of NYCHRL, Plaintiffs have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, as well as physical injury, for which they are entitled to an award of monetary damages and other relief.

142. Citigroup's unlawful actions constitute malicious, willful and wanton violations of NYCHRL for which Plaintiffs are entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

- A. A declaratory judgment that Defendants' actions, conduct and practices complained of herein violate the laws of the United States and the State and City of New York;
- B. An injunction and order permanently restraining Defendants and its partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any further unlawful practices, policies, customs, usages, and gender discrimination as set forth herein;
- C. An order directing Defendants to place Plaintiffs in the position they would have occupied but for Defendants' discriminatory and otherwise unlawful treatment of them, as well as to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices and otherwise unlawful conduct are eliminated and do not continue to affect Plaintiffs;
- D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for all monetary and/or economic damages, including but not limited to, the loss of past and future income, wages, compensation, seniority and other benefits of employment;
- E. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for all non-monetary and/or compensatory damages, including but not limited to, compensation for their mental anguish and emotional distress, humiliation, depression, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical or mental injuries;
- F. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for harm to their professional and personal reputations and loss

of career fulfillment;

G. An award of punitive damages, in an amount to be determined at trial;

H. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiffs in an amount to be determined at trial, plus prejudgment interest;

I. An award of costs that Plaintiffs have incurred in this action, including but not limited to expert witness fees, as well as reasonable attorneys' fees and costs to the fullest extent permitted by law; and

J. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues of fact and damages stated herein.

Dated: February 1, 2010

New York, New York

Respectfully submitted,

THOMPSON WIGDOR & GILLY LLP

By 

Douglas H. Wigdor
Kenneth P. Thompson
Scott B. Gilly

85 Fifth Avenue
New York, NY 10003
Telephone: (212) 257-6800
Facsimile: (212) 257-6845
dwigdor@twglaw.com
kthompson@twglaw.com
sgilly@twglaw.com

Attorneys for Plaintiffs