

COMMERCIAL REAL ESTATE

Cushman & Wakefield Loses \$1.3M Jury-Verdict Appeal in Age Bias Case



JOHN DISNEY

A jury awarded the former Cushman & Wakefield employee Yury Rinsky \$425,000 in compensatory damages and \$850,000 in punitive damages in a Boston federal district court.

by Erin Mulvaney

A federal appeals court has upheld a \$1.3 million jury verdict in an age-bias suit that alleged the real estate firm Cushman & Wakefield unlawfully fired a 63-year-old software engineer.

A jury awarded the former employee Yury Rinsky \$425,000 in compensatory damages and \$850,000 in punitive damages in a Boston federal district court. Rinsky claimed in a 2015 complaint that he was fired because of his age and disability.

The dispute focused on Rinsky's move to Massachusetts from the company's home office in New York, where he had worked for 27 years. Cushman & Wakefield disputed that he had been approved for a transfer. Rinsky declined to resign after the company said he would need to move back to New York, and he was then terminated.

Rinsky claimed his managers used his move to Massachusetts as a pretext to fire him based on his age, they replaced him with a 48-year-old engineer and they treated a younger worker's move to Florida differently. After a five-day trial, the jury sided with Rinsky on the age discrimination claim. The company then appealed the decision.

Cushman & Wakefield's lawyers at Holland & Knight and the Dallas firm Parsons McEntire McCleary argued that the New York City Human Rights Law should not have applied to Rinsky's case because he was a resident of Massachusetts. They also argued the jury instructions were unfairly biased against the company, and that there was a lack of evidence that age was a key factor in the former employee's termination.

"Contrary to Rinsky's assertions, C&W was not secretly planning to terminate him in favor of a younger employee. In fact, just the opposite was true," Holland & Knight partner Benjamin McGovern wrote in court papers. "Rinsky was a valued employee to whom C&W had just granted a substantial raise and bonus. It was Rinsky, not C&W, who planned a clandestine move to Massachusetts and forced it upon his

superiors who had no desire or motivation to replace him with a younger employee."

Cushman & Wakefield attorneys also did not respond to request for comment.

John Dennehy of Dennehy Law and Mark Szal of Szal Law Group, in Boston, represented Rinsky, who is now 67, in the First Circuit.

"We are pleased but not surprised by the court's decision," Szal said Monday. "It was quite clear at oral argument that the panel gave zero credence to Cushman & Wakefield's convoluted arguments, and Judge [Gary] Katzmann's thorough opinion confirmed that. This has been a long and difficult road for Mr. Rinsky and we are glad that it is reaching its end."

Katzmann, a judge on the U.S. Court of International Trade who was sitting by designation, led the unanimous panel. The court concluded that the trial judge correctly applied the New York City Human Rights Law to Rinsky's claims.

"It would create a significant loophole in the statutory protection that the New York Court of Appeals deemed was provided to non-resident employees, if by the chicanery of misleading or lulling employees into working remotely from outside New York City before terminating them, an employer could immunize itself from liability," Katzmann wrote.

The court also rejected Cushman & Wakefield's claims that there was not "one iota of evidence in the record to explain why C&W would have been motivated" to fire Rinsky.

"C&W has failed to meet its burden of showing either that there was no legally sufficient basis for the verdict or that the district court abused its discretion," the appeals court concluded. The court said Rinsky "established a prima facie case of age discrimination."

The First Circuit's decision in Rinsky v. Cushman & Wakefield:

Erin Mulvaney covers labor and employment issues from the Swamp to Silicon Valley. She's a Texas native based in Washington, D.C. Contact her at emulvaney@alm.com. On Twitter: @erinmulvaney



CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified of a **Local Planning Agency (LPA)** meeting on **Wednesday, March 27, 2019 beginning at 5:00 PM**, to consider the following amendment to the future land use map of the City of Doral Comprehensive Plan. This meeting will be held at the **City of Doral, Government Center, Council Chambers located at 8401 NW 53rd Terrace, Doral, Florida, 33166.**

The City of Doral proposes to adopt the following Resolution:

RESOLUTION No. 19-

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY, RECOMMENDING APPROVAL / DENIAL OF, OR GOING FORWARD WITHOUT A RECOMMENDATION FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN CONSISTENT WITH THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT PROCEDURES IN SECTION 163.3187, FLORIDA STATUTES FROM INDUSTRIAL (I) TO PUBLIC PARKS AND RECREATION (PPR) FOR A +/- 5 ACRE PARCEL LOACTED AT 6255 NW 102 AVENUE, DORAL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

HEARING NO.: 19-03-DOR-03

APPLICANT: City of Doral

PROJECT NAME: Small-Scale Comprehensive Plan Amendment to the Future Land Use Map of the City of Doral

PROJECT OWNERS: City of Doral

LOCATION: 6255 NW 102ND Avenue, Doral, Florida

FOLIO NUMBER: 35-3017-001-0360

SIZE OF PROPERTY: ± 5 Acres

PRESENT LAND USE: Industrial

PRESENT ZONING: General Use

REQUEST: An amendment to the Future Land Use Map of the City of Doral Comprehensive Plan from Industrial (I) to Public Parks and Recreation (PPR) consistent with the procedures in Section 163.3187 Florida Statutes for a +/-5-acre parcel located at 6255 NW 102nd Avenue. This location will serve as the future site for Glades Park.

LEGAL DESCRIPTION: 17 53 40 5 AC, FLA FRUIT LANDS CO SUB NO 1, PB 2-17, TR 61 LESS E1/2, F/A/U 30-3017-001-0360

Location Map



Information relating to the subject application is on file and may be examined in the City of Doral, Planning and Zoning Department Located at **8401 NW 53rd Terrace, Doral, FL. 33166**. All persons are invited to appear at this meeting or be represented by an agent, or to express their views in writing addressed to the City Clerk, **8401 NW 53rd Terrace, Doral, FL. 33166**. Maps and other data pertaining to these applications are available for public inspection during normal business hours in City Hall. Any persons wishing to speak at a public hearing should register with the City Clerk prior to that item being heard. Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.

Pursuant to Section 286.0105, Florida Statutes if a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

NOTE: If you are not able to communicate, or are not comfortable expressing yourself, in the English language, it is your responsibility to bring with you an English-speaking interpreter when conducting business at the City of Doral during the zoning application process up to, and including, appearance at a hearing. This person may be a friend, relative or someone else. A minor cannot serve as a valid interpreter. The City of Doral DOES NOT provide interpretation services during the zoning application process or during any quasi-judicial proceeding.

NOTA: Si usted no está en capacidad de comunicarse, o no se siente cómodo al expresarse en inglés, es de su responsabilidad traer un intérprete del idioma inglés cuando trate asuntos públicos o de negocios con la Ciudad de Doral durante el proceso de solicitudes de zonificación, incluyendo su comparecencia a una audiencia. Esta persona puede ser un amigo, familiar o alguien que le haga la traducción durante su comparecencia a la audiencia. Un menor de edad no puede ser intérprete. La Ciudad de Doral NO suministra servicio de traducción durante ningún procedimiento durante el proceso de solicitudes de zonificación.

Connie Diaz, MMC
City Clerk
City of Doral