

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

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JOHN DOE,

Plaintiff,

-against-

JPMORGAN CHASE & CO., AND LORNA HAJDINI,

Defendants.
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Index No.

COMPLAINT

Plaintiff, John Doe, by his attorneys Kaiser Saurborn & Mair, P.C., as and for his complaint against JPMorgan Chase & Co. (“JPMC”) and Lorna Hajdini (“Hajdini”) (together, “Defendants”) alleges as follows:

INTRODUCTION

1. Plaintiff proceeds anonymously in this litigation not only to protect himself, but also his family, all of whom have been threatened with harm should Plaintiff proceed with this lawsuit.

2. Plaintiff brings this lawsuit to redress not only the underlying sexual assault and racial harassment he experienced as a JPMC employee, but JPMC’s flagrant condonation of these behaviors even after being presented with multiple opportunities for corrective action.

3. Plaintiff, a tenured Investment Banker in the Leveraged Finance Group (“LevFin”) at Defendant JPMorgan Chase & Co. (“JPMC”), and the only person of color and of Asian descent on this team, endured escalating sexual abuse and racial bigotry from his supervisor, Defendant Lorna Hajdini (“Hajdini”).

4. Ms. Hajdini leveraged her seniority over Plaintiff to harass and coerce him to engage in non-consensual and humiliating sex acts with her – acts he literally begged her not to

force him to engage in— through express threats that she would ruin his career if he did not submit (e.g., “If you don’t fuck me soon, I’m going to ruin you... Never forget, I fucking own you”; “If you don’t fuck my brains out tonight, I’m going to sabotage your ED promotion.”).

5. Ms. Hajdini regarded Plaintiff as her property, often remarking that she “owned” him. Ms. Hajdini reinforced this power dynamic by debasing Plaintiff through racist nicknames and commentary, referring to him as her “little Asian appetizer”, “my curry in a hurry”, “little Brown boy,” threatening him with racially derogatory language (“fall in line, Brownie”; “I own you Brownie”; “I own your life you gook”), and frequently using race-based language when sexually abusing him (“lick me, Brown boy”).

6. Indeed, the LevFin team as a whole, including its Managing Directors Brandon Graffeo and Jon Wolter, regularly referred to Plaintiff as “Brown Boy,” “Boy,” “terrorist,” “smelly Indian,” “curry man,” “non-pig eater,” “Muslim Man,” “arab boy,” and “Brownie,” and mocked his skin color and heritage. This commentary mirrored LevFin’s larger discriminatory treatment of Plaintiff, to whom it provided fewer resources while expecting him to do a greater share of the work than his white peers, only to reward his underperforming peers with better performance ratings and advancement potential.

7. Plaintiff, with reservations about retaliation, came forward to JPMC about his experience on LevFin, only to see his worst fears realized. JPMC responded swiftly with punitive measures, placing Plaintiff on involuntary administrative leave and cutting off all access to JPMC systems, while allowing his harassers to remain freely employed. It furthermore did nothing to address the harm to Plaintiff or to protect him from further incidents. Rather, in the months after Plaintiff came forward with the details of his deeply traumatizing experience, he received numerous text and voicemail threats echoing the same racial slurs used by LevFin team members

and stating in unambiguous terms that he and his family would face harm if he continued pursuing his legal claims. These threats – tantamount to hate crimes – included threats to harm his career and deport his family.

8. Accordingly, Plaintiff brings this action to hold Defendants responsible for their illegal conduct under the New York City Human Rights Law, the New York State Human Rights Law, and New York common law.

JURISDICTION AND VENUE

9. Defendants are subject to jurisdiction in New York, because Defendants reside in New York, conducted business in New York, and committed violations of law within New York.

10. Venue is proper in this County pursuant to CPLR § 503, because a substantial part of the events giving rise to the claim occurred in New York County.

PARTIES

11. Plaintiff John Doe is a man of Asian descent who resides in New York, New York.

12. Defendant JPMC is a corporation, incorporated in Delaware, with its principal place of business in New York, New York.

13. During all relevant times, JPMC was Plaintiff's employer within the meaning of all applicable statutes.

14. Defendant Lorna Hajdini is a white, U.S.-citizen adult woman residing in New York, New York. She is employed as an Executive Director at JPMC.

15. During all relevant times, Ms. Hajdini was Plaintiff's supervisor at JPMC.

FACTUAL ALLEGATIONS**I.****PLAINTIFF EXCELLED ON JPMC'S LEVERAGED FINANCE GROUP TEAM**

16. Plaintiff joined JPMC's LevFin group in March 2024 as a seasoned Senior VP/Director. At the time, Jay Droogan led the newly formed group, which JPMC organized within its Commercial & Investment Bank ("CIB") in New York.

17. Shortly thereafter, in or around April 2024, Defendant Ms. Hajdini, an Executive Director, joined the LevFin group and became Plaintiff's supervisor.

18. Plaintiff quickly established himself as both knowledgeable and capable, earning the informal title of "senior Investment Banker" from his team. Throughout his time working at JPMC, Plaintiff closed more deals than anyone else on the LevFin team, including his white Vice President peer colleagues, Tom Goodrich and Cameron Gray. Plaintiff's more senior colleagues, including Mr. Graffeo and Managing Director Jonathan Wolter, regularly relied on him for critical projects, such as Plaintiff's closure of the novel and bespoke financing solutions tailored to JPMC clients with contracted and subscription-based revenues, including transactions the LevFin group had not previously executed. JPMC's strategy team engaged Plaintiff to develop private credit and direct lending proposals that Plaintiff's senior colleagues presented directly to JPMC's Executive Committee and Chief Executive Officer, Jamie Dimon. Plaintiff also benefitted the LevFin team by introducing external private equity sponsors and internal JPMC connections to Mr. Graffeo and Mr. Wolter.

19. Plaintiff also routinely spent time benefiting the LevFin team by completing work assigned to others when his colleagues missed deadlines, correcting errors in his colleagues' work product, and mentoring junior team members, including Associate Kelly Crowe.

II.

DEFENDANT MS. HAJDINI LEVERAGED THREATS, RIDICULE, AND HER POSITION OF PROFESSIONAL POWER OVER PLAINTIFF TO REPEATEDLY SEXUALLY ABUSE HIM

20. Ms. Hajdini, an Executive Director who had struggled elsewhere at JPMC to gain traction for promotion to Managing Director, joined the LevFin team in April 2024. Almost immediately, Ms. Hajdini subjected Plaintiff to an escalating pattern of threats and ridicule to coerce a sexual relationship with him.

A. Sexual Harassment at Work and Work Events

21. Beginning in or around May 2024, Ms. Hajdini frequently commented to Plaintiff that she expected to be promoted to Managing Director at the end of the year, that she would help Plaintiff get promoted to Executive Director, and that she and Plaintiff “need to stick together.”

22. Around the same time, illuminating the coercive intent behind her comments to Plaintiff about promotion, Ms. Hajdini began making unwanted sexual advances towards him. For example, in early May 2024 while at the office, Ms. Hajdini dropped her pen on the floor next to Plaintiff and, when bending to pick it up, rubbed Plaintiff’s leg and squeezed his calf. Hajdini then commented, “Oh, you did play basketball in college? ... I love basketball players... they get me so wet.”

23. Ms. Hajdini’s sexual advances and threats soon became more explicit. On May 14, 2024, while departing work at the same time as Plaintiff, Ms. Hajdini invited Plaintiff to join her for a drink at a bar nearby. Plaintiff declined the invitation, citing the rain as an excuse. Ms. Hajdini then asked Plaintiff to join her in her Uber home, stating, “Come with me... I don’t like the rain, but I do like getting wet.” When Plaintiff again declined, Ms. Hajdini became threatening: “You know I’m still your boss and what I say goes here at JPM[C]. Trust me, I own you.”

24. A few days later, when Plaintiff again declined an invitation to join Ms. Hajdini and her friends for drinks after work on May 17, 2024, she threatened him with professional consequences, “If you don’t fuck me soon, I’m going to ruin you... Never forget, I fucking own you.”

25. Desperate to escape Ms. Hajdini’s exploitation, Plaintiff traveled to Greenwich, CT shortly after to meet in person with one of the Managing Directors on the LevFin team, Jonathan Wolter. Plaintiff asked Mr. Wolter to assign him to collaborate with team members other than Ms. Hajdini and Kelly Crowe (an Associate who was close to Ms. Hajdini), because he did not feel comfortable working with them. Embarrassed by the situation and fearful Ms. Hajdini would retaliate, he did not mention the details of Ms. Hajdini’s sexual advances. Mr. Wolter told Plaintiff he would assign Plaintiff to work with others on the team but nevertheless continued to staff Plaintiff on projects with Ms. Hajdini and Ms. Crowe.

26. On May 20, 2024, Ms. Hajdini hosted the LevFin group at her private membership club, an elite luxury restaurant and social club, which Ms. Hajdini boasted about given her title, status, compensation, and senior tenure with the firm, which Plaintiff joined out of professional obligation. Throughout the evening, Ms. Hajdini repeatedly groped Plaintiff’s leg and groin under the table. She also licked and spit into her hands before rubbing Plaintiff’s neck, head, and legs. Plaintiff physically pushed away Ms. Hajdini’s hands with his own, but she persisted while degrading him with a racial slur: “You want this Executive Director life? You want to get paid like me? You’re gonna need to earn it my little Arab boy toy.”

27. Over the following weeks and months, Ms. Hajdini continued to touch Plaintiff without his consent and make sexually explicit and racially derogatory comments to him, all while threatening professional consequences if he did not acquiesce.

28. On May 21, 2024, for example, Ms. Hajdini propositioned Plaintiff for oral sex while at the office: “Birthday BJ for the brown boy? my little brown boy. Don’t forget, I own you. Don’t fight it.” Plaintiff ignored Ms. Hajdini’s offer and continued with his work.

29. Approximately one or two days later, Ms. Hajdini leaned over Plaintiff’s desk while he was working and said, “You smell so good. I really want to suck your long black cock right now.” She then referenced Vis Raghavan and several other non-white senior leaders at JPMC, and said, “This could be you one day, as long as you start pleasing me.”

30. On or about June 10, 2024, Ms. Hajdini texted the LevFin group a picture of Citigroup CEO, with an unidentified man of Asian descent, who is not white. A short time later Ms. Hajdini, referencing the text, whispered to Plaintiff, “This will be us one day, just fall in line Brownie. Know your role.”

31. Around the same time, Ms. Hajdini texted Plaintiff a picture of shirtless men she found attractive. She later told him, “The picture of those guys has me all wet and horny... I bet your chink wife can’t suck dick like me.”

32. In or around July 2024, Ms. Hajdini commented inappropriately to Plaintiff before a work call, “I want to sit on your face while I take this call.”

33. In or about July 2024, while on the subway with several LevFin team members to go to drinks in Brooklyn at a bar called House, Ms. Hajdini covertly groped Plaintiff’s crotch without his consent.

B. Ms. Hajdini’s Sexual Harassment of Plaintiff Escalates to Sexual Assault

34. For purposes of this Complaint, two third-party witnesses to the events described below are referred to as Witness 1 and Witness 2. Witness 1 is a third party in whose Manhattan apartment certain of the events described herein occurred. Witness 2 is a separate third party who

was present in that apartment on the night of the late September 2024 sexual assault described below. Both witnesses are known to Plaintiff and to JPMC, and their identities are being preserved pending the entry of an appropriate protective order in this action.

35. As the Summer of 2024 progressed, so did Ms. Hajdini's inappropriate sexual contact with Plaintiff. Ms. Hajdini leveraged frequent LevFin group gatherings at bars after work to gain proximity to Plaintiff, and she habitually consumed alcohol to excess and pressured Plaintiff to do the same.

36. Ms. Hajdini began forcing Plaintiff to go with her to Witness 1's apartment, which was often vacant while the unnamed third party was out of town for work travel. Ms. Hajdini told Plaintiff she knew that the building did not have security cameras, a comment that frightened Plaintiff.

37. Similarly frightening, Ms. Hajdini told Plaintiff that she knew every move he made and would comment about events in Plaintiff's personal life she had no legitimate way of knowing, leading Plaintiff to suspect that Ms. Hajdini had improperly accessed his accounts and/or JPMC's WADU system to monitor Plaintiff's habits. For example, Ms. Hajdini commented about purchases Plaintiff had made through his Chase bank account, restaurants where he dined, doctors he had seen, prescription medications he was taking, dates and locations of where he used Citi Bikes, his prior addresses, and where he attended high school.

38. On information and belief, Ms. Hajdini's knowledge of Plaintiff's banking transactions, medical appointments, prescription medications, location data, and personal addresses was obtained through unauthorized access to JPMC's WADU workforce monitoring system, JPMC's internal personnel records, JPMC's banking records concerning Plaintiff as a Chase customer, and other systems to which Ms. Hajdini had access by virtue of her position as

an Executive Director. The pattern of demonstrated knowledge was incompatible with any legitimate business purpose and was used by Ms. Hajdini as an instrument of intimidation, coercion, and control over Plaintiff. Plaintiff formally raised concerns regarding this unauthorized access and processing of his personal information through a written demand to JPMC's Chief Privacy Officer, Global Data Risk Management, HR Data Privacy, EMEA Privacy Office, Fraud Prevention and Investigation, Employee Relations, and senior leadership on or about July 2, 2025. JPMC, through its HR Data Privacy function, responded on or about July 14, 2025 refusing to produce or remediate.

39. Ms. Hajdini also made comments to Plaintiff suggesting that JPMC would not support him if he came forward and disclosed Ms. Hajdini's abuse. For example, Ms. Hajdini told Plaintiff that, "[Managing Directors] Brandon [Graffeo] and Jon [Wolter] need a senior woman on the team, so I'm irreplaceable," and "I know people in the industry, and I can control the narrative about you, no one will believe you." Indeed, on multiple occasions Ms. Hajdini referenced individuals with whom Plaintiff had worked at prior employers and suggested she could convince those individuals to support a negative narrative about Plaintiff's abilities and performance.

40. Ms. Hajdini's behavior led Plaintiff to believe he had little choice but to acquiesce to her demands for fear that she would take measures to ruin his professional career, or worse.

41. In Summer 2024, Ms. Hajdini invited herself into Witness 1's apartment, which was vacant that evening, knowing Plaintiff was headed there. While at the apartment, Plaintiff unequivocally rejected Ms. Hajdini's sexual advances, stating, "No, I'm not interested." Ms. Hajdini made clear that refusal would negatively affect Plaintiff's professional advancement at JPMC, telling him, "Do you want to get promoted at year end or not? Do you want a future at JPMorgan? It's that simple. I don't know why you're fighting this." Without waiting for Plaintiff

to respond, Ms. Hajdini removed her shirt, fondled her breasts, insulted Plaintiff's wife ("I bet your little Asian, fish head, wife doesn't have these cannons"), and then forcibly removed Plaintiff's pants and performed oral sex on him.

42. In a state of overwhelming distress, Plaintiff continued to protest and began to cry. Ms. Hajdini responded with hostility, raising her voice to scold Plaintiff for complaining: "Stop fucking crying. You think anyone would ever believe you? You're a fucking douche bag who thinks he's hot shit, but you can't even get your dick hard for me? What the fuck is this?"

43. Plaintiff pleaded with Ms. Hajdini, stating, "Please don't make me do this... I'm working my ass off and I'm exhausted... This isn't right... This is so wrong." Eventually giving up on sexual intercourse with Plaintiff, who was unable to maintain an erection, Ms. Hajdini then demanded that he perform oral sex on her. Plaintiff again begged Ms. Hajdini, "Please don't make me do this," but Ms. Hajdini ignored his pleas, ordering him to, "lick me my fine little Muslim looking man.... rub my clit with that beard of yours" Afraid that Ms. Hajdini would act on her threats to retaliate against him, Plaintiff, embarrassed and humiliated, complied with her demands.

44. Later in July 2024, Ms. Hajdini intercepted Plaintiff when he was departing a bar following a gathering of their LevFin group colleagues. She again insisted they go to Witness 1's apartment, where she assaulted him again despite his clear discomfort and express resistance.

45. While there, Ms. Hajdini ordered Plaintiff to suck on her toes, then pushed him to the ground, sat on his face, removed his pants without his consent, and told Plaintiff that she wanted to have anal intercourse with him. When Plaintiff was unable to get an erection, Ms. Hajdini grew exasperated and ordered Plaintiff to digitally penetrate her until she orgasmed.

46. Afterwards, Ms. Hajdini continued her assault on Plaintiff, telling him to ejaculate on her face and calling him a "pussy" when he expressed discomfort. She then attempted to

perform oral sex on Plaintiff, who pleaded with Ms. Hajdini to stop – stating, “I’m very uncomfortable, please, Lorna, please, I’m begging you” – but Ms. Hajdini just laughed at him. Further underscoring her contempt for Plaintiff’s autonomy and her intent to demean him, Ms. Hajdini then commented, “At least your cock doesn’t taste like curry...Come on, you know I’m better than your little wife at sucking cock... but I hope you’re not this much of a bitch with her. I know she doesn't eat pork — but does she eat cock?”

47. Meanwhile, Ms. Hajdini continued to subject Plaintiff to overt sexual advances at work and in public.

48. For example, in September 2024 Ms. Hajdini texted the LevFin group a video titled “eat the cat,” and then, referencing her text, told Plaintiff that she wanted him to eat her “pussy box.”

49. As another example, on September 13, 2024, during a LevFin group outing at a concert at the Barclays Center that Ms. Hajdini organized, Ms. Hajdini arranged to sit next to Plaintiff and repeatedly forced herself on him, attempting to lick his neck and ears and grabbing his penis through his pants en route to, during, and following the event. Each time, Plaintiff pushed Ms. Hajdini off of him and told her to stop, but she persisted despite his resistance and the presence of several witnesses. Plaintiff understood Ms. Hajdini’s brazen indiscretion to mean that she had little care for whether the acts were consensual or reciprocated. Following the concert, Ms. Hajdini directed Ms. Crowe to monitor Plaintiff and to ensure that he did not attempt to leave the group early; the group thereafter proceeded to a nearby bar, where Ms. Hajdini continued to assert control over Plaintiff, telling him in substance, “remember, I own your future here... follow my lead.”

50. In or around September 2024, Ms. Hajdini again sexually assaulted Plaintiff at Witness 1’s apartment following a team event. Plaintiff attempted to dissuade Ms. Hajdini from

accompanying him to the apartment by saying that he was exhausted from work, but she insisted, threatening Plaintiff that her performance review of him was due soon. Ms. Hajdini told Plaintiff that if he allowed her to the apartment, she could “promise” that he would be promoted to Executive Director. Though Plaintiff was fearful that Ms. Hajdini intended to sexually abuse him again, he also understood her comments to threaten that she would retaliate against him with a negative performance review if he refused her. Plaintiff relented and told Ms. Hajdini she could come to the apartment, but that he did not want to have sex or be intimate in any way.

51. On the way into the building, Plaintiff and Ms. Hajdini passed the unnamed third party, who was on her way out for the evening. She observed Plaintiff’s obvious distress in the situation. She also overheard Ms. Hajdini – who was intoxicated and speaking loudly – referring to Plaintiff as “Brown” or “Brownie” and saying words to the effect that she “owned” him.

52. Once inside the apartment, Ms. Hajdini at first limited the conversation to JPMC work matters. However, not long after they arrived, she grabbed Plaintiff suddenly and forcibly kissed him and began to lick his face. She then told Plaintiff to suck her toes, repeating that she would facilitate his promotion and bonus – which Plaintiff understood as a threat that she would prevent those things if he refused. Confirming this understanding, Ms. Hajdini taunted Plaintiff, stating, “Come on, you know you lowkey love that I own you.” She also explained, “It’s all about keeping the seniors fat and happy... I’ve even had to suck some dick to get where I am. It’s just the way it works.”

53. In late September 2024, Ms. Hajdini again sexually assaulted Plaintiff at Witness 1’s apartment. Earlier that evening, following a work gathering at a bar in midtown, Ms. Hajdini became aggressive with Plaintiff, yelling at him that he was not doing enough to help her originate deals that would support her promotion to Managing Director. She then threatened Plaintiff

explicitly if he refused to have sex with her: “I fucking own you! I will make you pay... Do you think you’re going to be in good standing if you do not have me in your corner... I’m going to make you pay, you piece of shit Brown boy. . .You think you have it all? Just watch. You really think Brandon [Graffeo] and Jay [Droogan, JPMC Head of Credit] want some Brown boy Indian leading Originations? . . . If you don’t fuck my brains out tonight, I’m going to sabotage your promotion. . .You better fuck the shit out me! I’m not in the mood for your pussy boy excuses . . . I own you! Don’t you forget that!” Scared by Ms. Hajdini’s threats of retaliation, Plaintiff relented and agreed to go with her to Witness 1’s apartment.

54. As it turned out, an Witness 2 was staying at the apartment, and was asleep on the sofa when Plaintiff and Ms. Hajdini arrived. Plaintiff asked Ms. Hajdini to be quiet but she loudly refused. Undeterred by the presence of Witness 2, Ms. Hajdini took Plaintiff into the bedroom and began to initiate sexual contact. Plaintiff begged Ms. Hajdini stop her sexual abuse: “Please Lorna, is there anything else we can do or go? [The Witness 2] is right there sleeping. Please show some sympathy here.” As before, Ms. Hajdini only disregarded Plaintiff’s resistance to her abuse, said “you know the drill,” and ordered him to undress and engage in sexual intercourse with her.

55. After both had undressed, Ms. Hajdini exited the bedroom and sat on the sofa where Witness 2 was trying to sleep. She then asked Witness 2 (a male) to join her and Plaintiff in the bedroom. The Witness 2 refused, prompting Ms. Hajdini to say to him, “you know, I own [Plaintiff], so you’d better come join.” The Witness 2 continued to refuse, and Ms. Hajdini went back into the bedroom and closed the door.

56. Back in the bedroom, Ms. Hajdini again told Plaintiff to have sex with her, despite his continued pleas for her to stop and to leave, which were audible to Witness 2 in the living room. Plaintiff then unwillingly engaged in sexual intercourse with Ms. Hajdini.

57. Ms. Hajdini later admitted to Plaintiff that she had drugged him to facilitate the sexual encounter, having spiked his drink with a date-rape drug, commonly known as Rohypnol or “roofies,” and an erection-enabling pharmaceutical substance without his knowledge or consent so that he could maintain an erection.

58. Ms. Hajdini's drugging of Plaintiff was not an isolated event. On information and belief, Ms. Hajdini surreptitiously spiked Plaintiff's beverages with an erection-enabling pharmaceutical substance and other unidentified substances without his knowledge or consent on multiple additional occasions during the course of Plaintiff's employment at JPMC, including in connection with the sexual assaults described in this Complaint. Plaintiff did not learn of these incidents until Ms. Hajdini's own admissions, conveyed in person and over JPMC-issued communication channels. The drugging was undertaken to incapacitate Plaintiff, to facilitate Ms. Hajdini's sexual conduct, and to undermine Plaintiff's ability to resist. Each instance constitutes an independent intentional tort and a violation of New York criminal law.

59. Ms. Hajdini continued to subject Plaintiff to sexually inappropriate behavior throughout the Autumn of 2024. For example, Ms. Hajdini asked Plaintiff to arrange a work meeting with a potential client on October 17, 2024. Ms. Hajdini's insistence sexual advances, and Plaintiff's efforts to resist them, caused them to arrive almost 30 minutes late to the meeting. In addition, during and after the meeting, Ms. Hajdini groped Plaintiff under the table and whispered to him several times, including to suggest group sex with the potential client.

III.

JPMC TREATED PLAINTIFF DIFFERENTLY THAN SIMILAR WHITE EMPLOYEES

60. Plaintiff is one of the most experienced and qualified members of the LevFin team, including in comparison to his two Vice President peers, Tom Goodrich, and Cameron Gray—

both white men—whose performances consistently fell short of his. Team managers often acknowledged that Plaintiff’s subject matter expertise was beyond that of many members of the team. Yet, the LevFin team treated Plaintiff – the only non-white or light-skinned member of the LevFin group – as lesser-than. Indeed, Ms. Hajdini directly conveyed to Plaintiff Mr. Graffeo’s stated motive in hiring decisions, telling Plaintiff in substance that Mr. Graffeo would only hire and bring on “white Catholic and Christian males” to the team — a hiring posture made particularly material in light of Plaintiff’s position as the only member of the LevFin group to have raised concerns regarding the ethical conduct, performance, and breaches of fiduciary duty of other team members. JPMC’s subsequent hiring conduct corroborated Mr. Graffeo’s stated motive: the two most recent additions to the LevFin group were both white males.

61. As described above, Plaintiff’s supervisor, Defendant Ms. Hajdini, often debased Plaintiff through use of race-based language as a tool of control and sexual exploitation. She referred to him as her “little Brown boy,” threatened him with racially derogatory language (“fall in line, Brownie”; “I own you Brownie”), and frequently used race-based language when sexually abusing him (referring to Plaintiff’s “long black cock”; “lick me, Brown boy”).

62. The LevFin group regularly reminded Plaintiff of his subordinate status, often referring to him as “Brown boy” or “Brownie” in both conversations and written communications. For example, at the LevFin Offsite meeting in September 2024, Plaintiff asked Mr. Graffeo whether the team had assigned seats during the scheduled meetings. Mr. Graffeo responded, “Yeah, yours is outside, Boy,” while mouthing “Brown boy” to Ms. Crowe, who laughed in response.

63. Ms. Hajdini told Plaintiff on multiple occasions that Mr. Graffeo had told her that the only reason he hired Plaintiff was because he needed a “Brown guy” on the team, and that Plaintiff’s hiring was merely part of the “point system internally at JPM[C].”

64. Mr. Graffeo's reference to the “point system” reflected an explicit JPMC practice of treating employees of color, including Plaintiff, as headcount tokens rather than as full participants in the team's work and advancement. Plaintiff's contributions, performance, and senior-level deal origination were systematically discounted in favor of Plaintiff's white peers, consistent with the discriminatory rationale for Plaintiff's hiring as articulated by Mr. Graffeo to Ms. Hajdini and conveyed by Ms. Hajdini to Plaintiff.

65. LevFin team members were even so brazen as to mock Plaintiff’s skin color and heritage in group text conversations, although most of the inappropriate racial commentary occurred at team outings in group conversation. For example, Ms. Crowe and Mr. Goodrich texted Plaintiff more than once to derisively joke about him using foreign currency as payment. As another example, on the Juneteenth holiday in June 2024, Plaintiff invited the LevFin group to join him at a members-only social club in Brooklyn, and Ms. Crowe texted the team, “Can I bring the other brown boy?” At a drinking event at the September Offsite, Mr. Graffeo also referred to an Asian man near them at the bar as “Mr. Miyagi” and “Mr. Chow.”

66. Mr. Goodrich also mocked the racial justice significance of Juneteenth, stating while laughing, something to the effect of, “These Darkies are allowed their own holiday now? I thought they already had MLK day? How much more do they want? Equal rights?”

67. Similarly, on a separate occasion, Mr. Goodrich referred to Plaintiff and other employees of color in the LevFin group as “knuckle draggers,” a slur invoking dehumanizing racial stereotypes. Mr. Goodrich made this statement openly, in the presence of other LevFin team

members, and without any consequence from JPMC management. The tolerance of such language by JPMC supervisors, including Mr. Graffeo and Mr. Wolter, evidences the institutional environment of racial hostility that existed within the LevFin group.

68. On several occasions Ms. Hajdini told Plaintiff, “Jay [Droogan, Head of Credit] and Brandon [Graffeo] want to make sure we keep the firm strong and white,” and asked, “do you think he wants some Asian fishhead chink or Indian Brown boy to be leading the team in originations?” She further stated that JPMC “loves Jamie [Dimon] and people who look like Mr. Dimon (i.e., white),” and suggested on several occasions that Mr. Graffeo, who lives in Nashville, has ties to the Ku Klux Klan.

69. Ms. Crowe, who worked closely with Ms. Hajdini, often told Plaintiff that she would “put [him] in [his] place,” and treated him as if he were beneath her, frequently asking him to fix her incorrect work. She told Plaintiff that Mr. Graffeo wanted to keep the team “white and Catholic.”

70. Ms. Crowe's statement to Plaintiff was consistent with statements made by Ms. Hajdini to Plaintiff on multiple occasions, including statements to the effect that JPMC leadership intended to keep the LevFin team racially and religiously homogeneous, and that Plaintiff's role on the team would remain subordinate regardless of his performance. The convergence of statements from multiple JPMC employees on the same discriminatory rationale evidences a coordinated and institutionally tolerated pattern of race- and religion-based discrimination within the LevFin group.

71. Plaintiff repeatedly reported to Mr. Graffeo and Mr. Wolter that Ms. Crowe — an Associate working closely with Ms. Hajdini — lacked basic competence in the financial and credit concepts central to the LevFin group's work, consistently underperformed, and routinely required

Plaintiff to complete or correct her work product. Despite Plaintiff's repeated reports, JPMC took no remedial action with respect to Ms. Crowe. On the contrary, Ms. Crowe openly mocked Plaintiff and made statements to him that evidenced the discriminatory and retaliatory environment within the LevFin group, including statements to the effect that Mr. Graffeo had hired Plaintiff to be the “workhorse” of the group, that Mr. Graffeo favored Ms. Crowe and Ms. Norris because they were “part of the same tribe,” that Plaintiff should “keep it up” lest Ms. Crowe report Plaintiff to Human Resources, and that no one would believe Plaintiff over her. Ms. Crowe further disclosed to Plaintiff that Mr. Graffeo permitted her to maintain outside employment in violation of JPMC's policies. Plaintiff has documented evidence of these statements, including written messages from Ms. Crowe and Ms. Hajdini.

72. On the same and related transactions, Ms. Hajdini repeatedly breached her fiduciary duties as a tenured Executive Director of JPMC, a registered representative subject to FINRA oversight, by discussing client-sensitive information and Material Non-Public Information (MNPI) on personal, non-JPMC devices and in public settings. Plaintiff is informed and believes that Ms. Hajdini had previously been the subject of internal JPMC disciplinary action in connection with breaches of JPMC's code of conduct. Plaintiff brought Ms. Hajdini's MNPI breaches and policy violations to the attention of Mr. Graffeo and Mr. Wolter on multiple occasions. Each report resulted not in remediation of Ms. Hajdini's conduct but in additional staffing assignments and side projects directed at Plaintiff, in furtherance of an explicit instruction from senior LevFin leadership — preserved in documentary evidence — to “just keep that damn monkey busy so he keeps quiet.” The instruction, on its face, both confirms the racial animus of JPMC's senior leadership toward Plaintiff and constitutes direct evidence of the retaliatory motive behind JPMC's adverse staffing decisions.

73. On at least one occasion during an internal LevFin team call, Ms. Crowe isolated Plaintiff while other team members directed insensitive and racially charged remarks at him. Following the call, Ms. Crowe sent Plaintiff a message over JPMC's internal Microsoft Teams platform stating, "I'm sorry — I didn't mean to upset you," thereby acknowledging her awareness of the harm her conduct had caused. Plaintiff, embarrassed and ridiculed, did not respond. Plaintiff has preserved documentary evidence of this exchange.

74. These appalling and unacceptable comments made it clear to Plaintiff that, no matter how hard he worked, he would never be considered an equal by his team.

75. Aside from race-based remarks, JPMC subjected Plaintiff to other differential treatment because of his race. During the September 2024 LevFin team offsite, Mr. Graffeo and Mr. Gray walked out in the middle of Plaintiff's presentation – a clear statement of disrespect visible to the rest of the team. The team also provided Mr. Goodrich and Mr. Gray with more resources than Plaintiff, including three support staff, while only providing Plaintiff with one.

76. For Plaintiff's 2024 year-end rating, Mr. Graffeo rated Plaintiff only OOO (On Track), despite Plaintiff's considerable contributions to the team over the year. In contrast, Mr. Graffeo gave Mr. Goodrich and Mr. Gray SOO (Strong) ratings in several categories, despite their fewer accomplishments and hours for the year. Mr. Goodrich lacked direct credit or direct lending experience when he joined the team at the start of the year and made a critical error on a lending deal that required him to submit an error form. In contrast, Plaintiff introduced the team to several top-tier Private Equity sponsors. Yet Mr. Graffeo did not give Plaintiff credit for those introductions, nor did he allow Plaintiff to work on their matters, instead staffing other team members on the deals. Several of these matters have turned into lucrative deals for the LevFin team.

77. Mr. Graffeo's downward rating of Plaintiff is particularly stark in light of the concrete economic value Plaintiff delivered to the LevFin team in 2024. Plaintiff personally introduced the team to multiple top-tier private equity sponsors with whom Plaintiff held longstanding relationships, including sponsors managing assets of significant scale. Several of these introductions matured into transactions executed by the LevFin team after Plaintiff was excluded from the work, with the associated origination credit, deal credit, and compensation directed to Plaintiff's white peers. The diversion of credit for Plaintiff's relationship-driven origination to less qualified white colleagues is an independent and continuing act of discrimination.

78. In or around November 2024, Plaintiff went to his family's home in another state to care for a family member. While on this approved leave, Plaintiff requested to work from JPMC's office nearby so he could continue supporting his family while fulfilling his professional duties. Mr. Graffeo and Mr. Wolter denied Plaintiff's request, first requiring him to work from the mid-Atlantic headquarters but then later telling him that the office did not have adequate space (which was false) and demanding that Plaintiff report to work in New York, which he did notwithstanding the hardship it caused his family. In contrast, JPMC permits several white team members, including Amelia Norris (Charlotte, NC), Cameron Gray (Los Angeles, CA), and Mr. Graffeo (Nashville, TN), to work outside of New York full-time.

IV.

JPMC INTENTIONALLY DAMAGED PLAINTIFF'S REPUTATION AND INTERFERED WITH HIS EFFORTS TO PROTECT HIMSELF BY LEAVING JPMC

79. Fearing JPMC would not properly address the sexual and racial abuse to which the LevFin team subjected him, in late 2024 Plaintiff began looking for other opportunities. However,

upon learning that Plaintiff was seeking employment elsewhere, Plaintiff came to understand that Ms. Hajdini, Mr. Wolter, and Mr. Graffeo took steps to thwart those job prospects.

80. For example, in or around January 2025, Plaintiff interviewed the Private Credit arm of a global investment firm after receiving a referral from a senior contact at the firm. The interviews went well and Plaintiff was the final candidate for the position. However, interest from the Private Credit opportunity suddenly dried up. Plaintiff learned that someone had reached out to JPMC for an informal reference, and that the person – on information and belief, Ms. Hajdini – gave Plaintiff an “aggressively negative” reference, stating that he was not qualified for the role. In addition, around the same time, Plaintiff observed discussion about the hedge fund on Mr. Wolter’s Microsoft Teams chat with Ms. Hajdini, and several junior LevFin team members made jokes at a happy hour about the hedge fund, and wanting to look for another role. Ms. Hajdini also commented to Plaintiff around this time that he needed to be “careful in this industry [because] you never know who you will overlap with.” She also told him, “You think I’m going to let you go that easily?”

81. Similarly, in early 2025 Plaintiff was in discussions with two other financial services firms. In both instances, the opportunities suddenly disappeared following very promising interviews. On information and belief, senior members of the LevFin team spoke negatively about Plaintiff in order to thwart his potential hire.

V.

JPMC RETALIATED AGAINST PLAINTIFF FOR TAKING PROTECTED MEDICAL LEAVE AND COMPLAINING ABOUT ITS DISCRIMINATORY CONDUCT

82. On May 20, 2025, while still on leave, Plaintiff, through counsel, delivered a written complaint of discrimination to JPMC detailing Plaintiff’s experiences of race- and gender-

based discrimination and harassment, including the pattern of severe sexual abuse he suffered at the hands of Ms. Hajdini.

83. Plaintiff returned to work from leave on May 27, 2025. Instantly, JPMC began to retaliate against him.

84. Within weeks of Plaintiff raising with JPMC the sexual assault and racial abuse he experienced, he began receiving threatening phone calls from unknown persons acting on behalf of members of the LevFin team identified in Plaintiff's complaints.

85. On June 5, 2025, Plaintiff received repeated calls from an unknown caller who stated to Plaintiff, "just wait 'till you're back in New York, Brown boy... just wait," and referenced Plaintiff's complaint by saying, "why aren't you back in the office? You better stay away – snitch."

86. On June 9, 2025, an unknown caller left a voicemail stating that he was not welcome at JPMC because of his skin color. Specifically, the voicemail, which purported to come from a JPMC manager, stated that he would not be able to transfer to another role because, "you're colored foreign and look like a bloody terrorist and people don't want you or your kind here." This voicemail triggered Plaintiff's PTSD, given Ms. Hajdini's previous statements about the firm's animus against the rise of Asian and Indian employees, including: "Jay is tired of all these fucking Asians and Indians taking up space, especially on the Strategy side. Leadership on the IB side will remain white—that's why they hired the white guy to head up Tech LevFin from Goldman. I lost it once they brought over an outsider instead of having me lead that team. Total BS. I've paid my dues at this firm, and then they just hire someone from Goldman Sachs—classic JPM. Did you hear him on his intro call? 'If you can't beat 'em, join 'em?' What a joke. JPM loves their white boys and Catholic/Christian leaders."

87. On June 13, 2025, Plaintiff received an angry voicemail from an unknown caller with further threats, stating, “You dumbass. You Asian piece of shit... You fucking snitch... Snitch, watch your back!”

88. JPMC took more overt steps to retaliate against Plaintiff as well. For example, JPMC did not provide Plaintiff with Analyst or Associate support for his new work assignments, as was typical. Additionally, for approximately two weeks following his return, important emails in Plaintiff’s JPMC inbox were inexplicably moved to his deleted folder without his action.

89. On June 5, 2025, after Plaintiff provided written feedback to a subordinate team member regarding her failure to meet an important deadline and expressed his expectation for equitable treatment regardless of his ethnicity, Mr. Wolter reprimanded Plaintiff.

90. On June 6, 2025, over Plaintiff’s objection, JPMC cut off Plaintiff’s access to all JPMC systems and placed Plaintiff on involuntary administrative leave. JPMC’s Human Resources representative acknowledged to Plaintiff that it took this action in response to Plaintiff’s discrimination complaints. As of the date of this filing – more than three months later – Plaintiff remains on involuntary administrative leave.

91. As a result of placing Plaintiff on involuntary leave, JPMC has significantly harmed his reputation and career prospects. Being forced not to work, and without access to his work email, Plaintiff’s industry contacts are unable to reach him, causing damage to the relationships and Plaintiff’s business prospects, as well as to Plaintiff’s reputation.

92. To Plaintiff’s knowledge, JPMC has not forced any other employee, including the employee who sexually assaulted Plaintiff, Ms. Hajdini, on administrative leave. JPMC has punished Plaintiff for having the courage to speak up about the daily workplace abuse he endured.

93. While Plaintiff remained on payroll during his forced leave, on or about June 30, 2025, JPMC inexplicably withheld more than half of Plaintiff's paycheck for that pay period.

VI.

JPMC'S INDIFFERENCE TO PLAINTIFF'S CLAIMS HAS RESULTED IN CONTINUED, BRAZEN THREATS TO PLAINTIFF AND THOSE CLOSE TO HIM

94. JPMC has failed to protect Plaintiff from further threats and harassment.

95. On September 9, Plaintiff, Witness 1, and his wife received a series of threatening text messages.

96. The message to Witness 1 threatened, "Stop trying to help your [family member]" and "Don't forget..... We know where you BOTH live..."

97. The bracketed redaction in the immediately preceding quoted message reflects Plaintiff's substitution of a familial-relationship descriptor used by the third-party threatener with a generic family-member descriptor, for the limited purpose of preserving the privacy of a non-party. The verbatim text of the original message is in Plaintiff's possession and is preserved for production through the discovery process upon entry of an appropriate protective order.

98. The messages to Plaintiff were even more threatening. In an act of clear hate speech, the sender threatened Plaintiff – referred to as a "fucking brown piece of shit" – with, among other threats, ruining his "career and life" and calling U.S. Immigration and Customs Enforcement ("ICE") on his family.

99. Throughout the period between Plaintiff's May 20, 2025 written complaint of discrimination and the filing of this Complaint, JPMC, acting through its outside counsel, engaged in a protracted course of delay in the pre-litigation resolution process. JPMC repeatedly postponed and prolonged settlement and mediation discussions, including through mediation sessions held on January 13, 2026 and February 20, 2026, while continuing to maintain Plaintiff on involuntary

administrative leave, continuing to disseminate defamatory statements concerning Plaintiff to third-party market participants, and continuing to interfere with Plaintiff's industry relationships. On information and belief, JPMC's protraction of the pre-litigation process was not undertaken in good faith but was instead a deliberate tactic to maximize the duration and severity of the reputational and economic harm inflicted on Plaintiff. Specifically, JPMC understood that each additional month during which Plaintiff remained on involuntary administrative leave, cut off from JPMC systems and unable to communicate with industry contacts through his JPMC channels, compounded the damage to Plaintiff's reputation at JPMC, the damage to Plaintiff's prospects in the broader financial services market, and the impairment of Plaintiff's longstanding industry relationships. JPMC's delay tactics were calculated to destroy Plaintiff's reputation while he remained at JPMC, to destroy his future career prospects in the industry, and most fundamentally to destroy his reputation in the market — an objective JPMC could only achieve through the prolonged passage of time. The delay was, and is, an independent act of retaliation and an aggravating factor in the harm Plaintiff has suffered.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

Gender Discrimination in Violation of the New York City Human Rights Law (N.Y.C. Admin. Code § 8-101 et seq.) Against all Defendants

100. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

101. At all relevant times, Plaintiff was an “employee” of JPMC under the New York City Human Rights Law (“NYCHRL”).

102. At all relevant times, JPMC was Plaintiff’s “employer” under the NYCHRL.

103. At all relevant times, Defendant Ms. Hajdini was Plaintiff’s supervisor at JPMC.

104. Under the NYCHRL, it is unlawful discrimination for Defendants to treat Plaintiff less well on the basis of his gender.

105. Defendants treated Plaintiff less well on the basis of his gender when, inter alia, Plaintiff's supervisor, Defendant Ms. Hajdini, made repeated sexual remarks to Plaintiff despite his express resistance to them, repeatedly touched Plaintiff without his consent, and on numerous occasions coerced him to engage in sexual intercourse, oral sex, and other sexual acts with her through threats of professional retaliation.

106. Defendants' gender-based treatment of Plaintiff amounts to a hostile work environment.

107. As a result of Defendants' discriminatory conduct, Plaintiff has incurred damages including, but not limited to economic damages, reputational harm, humiliation, loss of dignity, and past and future emotional distress.

108. Defendants' actions amount to willful or wanton negligence or recklessness and/or evidence a conscious disregard for Plaintiff's statutorily protected rights.

SECOND CAUSE OF ACTION

**Race Discrimination in Violation of the New York City Human Rights Law
(N.Y.C. Admin. Code § 8-101 et seq.) Against all Defendants**

109. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

110. At all relevant times, Plaintiff was an "employee" of JPMC under the NYCHRL.

111. At all relevant times, JPMC was Plaintiff's "employer" under the NYCHRL.

112. At all relevant times, Defendant Hajdini was Plaintiff's supervisor at JPMC.

113. Under the NYCHRL, it is unlawful discrimination for Defendants to treat Plaintiff less well on the basis of his race.

114. Defendants treated Plaintiff less well on the basis of his race when, inter alia, Ms. Hajdini and JPMC’s employees at both superior and inferior levels to Plaintiff in the company subjected him to widespread use of racially derogatory names, mocked his skin color and heritage, degraded and intimidated him through reference to senior colleagues’ racial bias, and subjected him to inferior treatment – including fewer resources, less recognition, and a lower performance rating – compared to Plaintiff’s white colleagues.

115. Defendants’ race-based treatment of Plaintiff amounts to a hostile work environment.

116. As a result of Defendants’ discriminatory conduct, Plaintiff has incurred damages including, but not limited to economic damages, reputational harm, humiliation, loss of dignity, and past and future emotional distress.

117. Defendants’ actions amount to willful or wanton negligence or recklessness and/or evidence a conscious disregard for Plaintiff’s statutorily protected rights.

THIRD CAUSE OF ACTION

Retaliation in Violation of the New York City Human Rights Law (N.Y.C. Admin. Code § 8-101 et seq.) Against JPMC

118. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

119. Under the NYCHRL, it is unlawful to retaliate against any employee for engaging in protected complaints of discrimination.

120. Plaintiff engaged in protected activity under the NYCHRL, including opposing gender- and race-based discrimination under the NYCHRL, when he sent written correspondence to JPMC through counsel on May 20, 2025, detailing Plaintiff's experiences suffering what he reasonably believed to constitute race and gender-based discrimination and harassment.

121. JPMC was aware of Plaintiff's protected activity.

122. JPMC retaliated against Plaintiff in violation of the NYCHRL when it took adverse action against Plaintiff because he opposed gender- and race-based discrimination in his May 20, 2025, correspondence from counsel. Among other things, following Plaintiff's return to work from medical leave on May 27, 2025, JPMC diminished his role, set him up for failure, subjected him to unfounded criticism, withheld pay, subjected him to racist and intimidating anonymous phone calls, and placed him on an involuntary administrative leave and interfering with his post JPMC employment..

123. As a result of JPMC's retaliatory conduct, Plaintiff has incurred damages including, but not limited to economic damages, reputational harm, humiliation, loss of dignity, and past and future emotional distress.

124. Defendant's actions amount to willful or wanton negligence or recklessness and/or evidence a conscious disregard for Plaintiff's statutorily protected rights.

FOURTH CAUSE OF ACTION

Gender Discrimination in Violation of the New York State Human Rights Law (N.Y Exec. L. §§ 290 et seq.) Against JPMC

125. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

126. At all relevant times, Plaintiff was an “employee” of JPMC under the New York State Human Rights Law (“NYSHRL”).

127. At all relevant times, JPMC was Plaintiff’s “employer” under the NYSHRL.

128. Under the NYSHRL, it is unlawful discrimination on the basis of gender for JPMC to subject Plaintiff to inferior terms, conditions, or privileges of employment because of his gender.

129. JPMC discriminated against Plaintiff on the basis of his gender when, inter alia, Plaintiff’s supervisor, Defendant Ms. Hajdini, made repeated sexual remarks to Plaintiff despite his express resistance to them, repeatedly touched Plaintiff without his consent, and on numerous occasions coerced him to engage in sexual intercourse, oral sex, and other sexual acts with her through threats of professional retaliation.

130. JPMC’s gender-based treatment of Plaintiff amounts to a hostile work environment.

131. As a result of JPMC’s discriminatory conduct, Plaintiff has incurred damages including, but not limited to economic damages, reputational harm, humiliation, loss of dignity, and past and future emotional distress.

132. JPMC’s actions amount to willful or wanton negligence or recklessness and/or evidence a conscious disregard for Plaintiff’s statutorily protected rights.

FIFTH CAUSE OF ACTION

**Race Discrimination in Violation of the New York State Human Rights Law
(N.Y Exec. L. §§ 290 et seq.) Against JPMC**

133. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

134. At all relevant times, Plaintiff was an “employee” of JPMC under the NYSHRL.

135. At all relevant times, JPMC was Plaintiff’s “employer” under the NYSHRL.

136. Under the NYSHRL, it is unlawful discrimination on the basis of race for JPMC to subject Plaintiff to inferior terms, conditions, or privileges of employment because of his race.

137. JPMC discriminated against Plaintiff on the basis of his race when, inter alia, its employees at both superior and inferior levels to Plaintiff in the company subjected him to widespread use of racially derogatory names, mocked his skin color and heritage, degraded and intimidated him through reference to senior colleagues' racial bias, and subjected him to inferior treatment – including fewer resources, less recognition, and a lower performance rating – compared to Plaintiff's white colleagues.

138. JPMC's race-based treatment of Plaintiff amounts to a hostile work environment.

139. As a result of JPMC's discriminatory conduct, Plaintiff has incurred damages including, but not limited to economic damages, reputational harm, humiliation, loss of dignity, and past and future emotional distress.

140. JPMC's actions amount to willful or wanton negligence or recklessness and/or evidence a conscious disregard for Plaintiff's statutorily protected rights.

SIXTH CAUSE OF ACTION

Retaliation in Violation of the New York State Human Rights Law (N.Y. Exec. L. §§ 290 et seq.) Against JPMC

141. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

142. Under the NYSHRL, it is unlawful to retaliate against any employee for engaging in protected complaints of discrimination.

143. Plaintiff engaged in protected activity under the NYSHRL, including opposing gender- and race-based discrimination under the NYSHRL, when he sent written correspondence

to JPMC through counsel on May 20, 2025, detailing Plaintiff's experiences suffering what he reasonably believed to constitute race and gender-based discrimination and harassment.

144. JPMC was aware of Plaintiff's protected activity.

145. JPMC retaliated against Plaintiff in violation of the NYSHRL when it took adverse action against Plaintiff because he opposed gender- and race-based discrimination in his May 20, 2025, correspondence from counsel. Among other things, following Plaintiff's return to work from medical leave on May 27, 2025, JPMC diminished his role, set him up for failure, subjected him to unfounded criticism, withheld pay, subjected him to racist and intimidating anonymous phone calls, and placed him on an involuntary administrative leave and interfering with his post JPMC employment.

146. As a result of JPMC's retaliatory conduct, Plaintiff has incurred damages including, but not limited to economic damages, reputational harm, humiliation, loss of dignity, and past and future emotional distress.

147. JPMC's actions amount to willful or wanton negligence or recklessness and/or evidence a conscious disregard for Plaintiff's statutorily protected rights.

SEVENTH CAUSE OF ACTION

Sexual Assault Against Lorna Hajdini

148. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

149. Ms. Hajdini sexually assaulted plaintiff on numerous occasions, as described above, when she repeatedly touched Plaintiff without his consent, and on numerous occasions

coerced him to engage in sexual intercourse, oral sex, and other sexual acts with her through threats of professional retaliation.

150. As a result of Ms. Hajdini's conduct, Plaintiff has incurred damages including, but not limited to economic injury, humiliation, loss of dignity, past and future severe emotional distress, and reputational harm.

151. Ms. Hajdini's conduct was, at all relevant times, willful, wanton, and malicious. Ms. Hajdini acted with conscious disregard for Plaintiff's rights, acted with the knowledge of or with reckless disregard for the fact that her conduct was certain to cause injury to Plaintiff, and intended to cause fear and/or pain and suffering to Plaintiff. Plaintiff is accordingly entitled to recover punitive and exemplary damages from Ms. Hajdini.

EIGHTH CAUSE OF ACTION
Violations of New York Labor Law §§ 191, 193, and 198
(Against JPMC)

152. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

153. At all relevant times, Plaintiff was an "employee" and JPMC was an "employer" within the meaning of the New York Labor Law.

154. New York Labor Law § 191 requires employers to pay wages owed to employees in accordance with the agreed terms of employment and within statutorily defined frequencies.

155. New York Labor Law § 193 prohibits employers from making any deductions from an employee's wages except those expressly authorized by law or by the employee in writing for the employee's benefit.

156. Beginning in or about April 2025 and continuing thereafter, JPMC engaged in a sustained pattern of unauthorized deductions, withholdings, and pay irregularities affecting

Plaintiff's compensation, including but not limited to: (i) irregular net pay across multiple pay periods; (ii) recurring retroactive offsets labeled "Leave of Absence" without documentation, justification, or any formally approved leave authorization; (iii) unpredictable tax treatment and inconsistent year-to-date taxable income reporting; and (iv) unilateral pay-period reclassifications applied without notice or written authorization from Plaintiff.

157. On or about June 30, 2025, JPMC withheld more than half of Plaintiff's regularly scheduled compensation. Upon information and belief, the withholding was executed by Plaintiff's then-direct manager Jonathan Wolter at the direction of Brandon Graffeo and Jay Droogan. The withholding was not authorized by law, was not authorized in writing by Plaintiff, and was not for Plaintiff's benefit within the meaning of NYLL § 193.

158. Plaintiff repeatedly raised these compensation irregularities through the proper internal channels, including formal escalations to JPMC Human Resources, Employee Relations, Payroll, and senior management beginning in or about April and May 2025 and continuing through July 2025 and thereafter. JPMC did not remediate the irregularities, did not produce the documentation Plaintiff requested concerning the basis for the deductions and offsets, and did not provide a reconciliation of Plaintiff's compensation for the period in question.

159. On or about July 2, 2025, Plaintiff submitted a formal written Personal Information and Data Request to JPMC's Chief Privacy Officer, Global Data Risk Management, HR Data Privacy, EMEA Privacy Office, Fraud Prevention and Investigation, Employee Relations, and senior leadership. The request, which was contemporaneously forwarded by Plaintiff's then-counsel of record to JPMC with an express litigation-hold demand, identified by name ten internal custodians whose materials Plaintiff sought to preserve and produce, including Lorna Hajdini, Brandon Graffeo, Jonathan Wolter, and others, and additionally identified workforce surveillance

systems, badge access records, email use records, and internal productivity systems. The request specifically encompassed compensation, payroll, leave classification, and human resources records material to the wage and pay irregularities described above. On or about July 14, 2025, JPMC's HR Data Privacy function responded in writing refusing to produce on the asserted ground that the request fell outside the scope of applicable United States and New York State data access rights. JPMC's refusal to produce materials in response to a documented written request and contemporaneous litigation-hold demand, while the underlying wage and payroll irregularities remained unremediated, is further evidence of willfulness within the meaning of NYLL § 198.

160. On or about July 7, 2025, Plaintiff submitted a formal written request to JPMC Human Resources, Payroll, Employee Relations, and senior management seeking, among other relief, a full reconciliation of his compensation, a written explanation of the leave-related reversals applied retroactively, and confirmation that no further unauthorized adjustments were pending. JPMC did not provide the reconciliation, the written explanation, or the confirmation requested.

161. On or about July 7, 2025, Plaintiff also raised, through the same formal channels, a request for emergency hardship financial assistance arising from the ongoing financial strain caused by JPMC's compensation irregularities. JPMC routed the request through its Employee Relations Investigations function rather than remediating the underlying wage withholdings. The request was not granted on terms that addressed the wage irregularities, and the underlying deductions and offsets remained unremediated.

162. JPMC's deductions, withholdings, and pay irregularities described above were unauthorized within the meaning of NYLL § 193 and constituted a failure to pay wages owed within the meaning of NYLL § 191.

163. JPMC's violations were willful within the meaning of NYLL § 198. JPMC was on actual notice of the deductions and withholdings through Plaintiff's repeated formal escalations beginning in April 2025, possessed the records necessary to identify and remediate them, and nonetheless permitted the conduct to continue and propagate across multiple pay periods.

164. As a result of JPMC's violations of NYLL §§ 191 and 193, Plaintiff has incurred and continues to incur damages including but not limited to unpaid wages, liquidated damages in an amount equal to one hundred percent of the unpaid wages pursuant to NYLL § 198, prejudgment interest, attorneys' fees, and costs.

165. JPMC's conduct described above was undertaken in retaliation for Plaintiff's protected activity, including his May 20, 2025, correspondence from counsel opposing gender- and race-based discrimination, and is independently actionable as retaliation under Title VII, the NYSHRL, and the NYCHRL as alleged elsewhere in this Complaint.

NINTH CAUSE OF ACTION
Tortious Interference with Prospective Economic Advantage
(Against JPMC)

166. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

167. At all relevant times during and after Plaintiff's employment with JPMC, Plaintiff maintained business relationships and prospective business relationships with multiple third-party market participants in the financial services industry, including private equity firms, hedge funds, credit funds, and institutional sponsors. These relationships had a reasonable probability of ripening into employment, advisory, transactional, and business opportunities that would have generated economic benefit to Plaintiff.

168. JPMC, through Lorna Hajdini and other agents acting within the scope of their employment, knew of these prospective business relationships. In several instances, the

relationships were known to JPMC because the underlying transactions and opportunities had been sourced, originated, or executed by Plaintiff in his capacity at JPMC.

169. JPMC intentionally interfered with these prospective business relationships through a sustained course of conduct that included, but was not limited to:

(a) In or about January 2025, Lorna Hajdini provided an aggressively negative reference concerning Plaintiff to a hedge fund evaluating Plaintiff's candidacy for a senior investment role, falsely characterizing Plaintiff as not qualified for the position, with the result that the candidacy was terminated;

(b) On or about December 12, 2025, JPMC personnel communicated to one or more market participants that Plaintiff had been "fired" from JPMC and was "suing" JPMC for sexual harassment, in circumstances in which Plaintiff had not been terminated, and the characterization of the underlying matter was materially false and misleading;

(c) In or about early 2026, a Partner at PE Fund #1 — with whom JPMC personnel had a pre-existing and longstanding business relationship — advised Plaintiff that JPMC was forwarding internal investment committee correspondence concerning Plaintiff to PE Fund #1 in connection with a transaction involving a portfolio company of PE Fund #1, and further advised Plaintiff that the conduct had placed PE Fund #1 in the position of having to explain to its chief executive officer the reasons for the disruption to its engagement with Plaintiff. As a result, Plaintiff was blocked from continuing to participate in the deal and the sponsor relationship was disrupted;

170. (c-ter) Ms. Hajdini, in concert with Mr. Droogan, Mr. Graffeo, and Mr. Wolter, intentionally and maliciously leaked falsified accounts of the matters alleged in this Complaint to a second, established West Coast-based private equity fund. Plaintiff held a similarly longstanding

professional relationship — spanning more than ten years — with a Senior Partner of that fund. The Senior Partner advised Plaintiff in person, and confirmed in subsequent contemporaneous calls, text messages, and meetings preserved by Plaintiff over the past five months, that JPMC personnel had been actively disseminating a defamatory account of the underlying matter for the express purpose of damaging Plaintiff's credibility and standing in the market. The conduct constitutes both an actionable defamation and a breach of JPMC personnel's fiduciary obligations to JPMC's investors, shareholders, limited partners, and counterparties. JPMC's actions in connection with this fund were undertaken with knowledge of its falsity and with the specific intent to harm Plaintiff's reputation and economic interests. The conduct is continuing to the present date;

(d) In or about early 2026, a Vice President at PE Fund #2 and a Vice President at PE Fund #3 Partners separately advised Plaintiff that JPMC personnel had been actively reaching out to their respective firms making disparaging statements about Plaintiff and instructing senior personnel to cease sending Plaintiff deal flow;

(e) In or about early 2026, a Principal at PE Fund #4 advised Plaintiff that JPMC had communicated to PE Fund #4 that Plaintiff had sued JPMC for sexual misconduct, that senior leadership had instructed the PE Fund #4 deal team to withhold information from Plaintiff concerning a \$100 million preferred-equity transaction that Plaintiff had originated and executed, and that JPMC was working to block the transaction at the investment committee of Plaintiff's then-current employer;

(f) In or about early 2026, a Managing Director at PE Fund #5 advised Plaintiff at an in-person meeting in San Francisco that he had been instructed by senior personnel at his firm and other market participants to surreptitiously record conversations with Plaintiff in order to obtain information that could be used adversely against Plaintiff, and further advised

Plaintiff that JPMC had communicated to PE Fund #5 that JPMC would cease conducting business with PE Fund #5 for so long as PE Fund #5 maintained any business relationship involving Plaintiff;

(g) In or about late 2025 and early 2026, senior-level investment professionals at additional financial sponsor firms — including PE Fund #6 (a US-based upper middle market fund focused on Technology and IT Services), PE Fund #7, PE Fund #8, PE Fund #9, PE Fund #10, PE Fund #11, and PE Fund #12 (a middle-market private equity fund based in the mid-Atlantic region) — separately communicated to Plaintiff information consistent with the pattern of conduct described above, including JPMC’s contacts with their firms concerning Plaintiff, JPMC’s disparaging statements concerning Plaintiff, and the resulting disruption to Plaintiff’s business relationships and prospective transactions with those firms;

(g-bis) In or about the first quarter of 2026, the Co-Founder and Managing Partner of a middle-market private equity fund based in the mid-Atlantic region — with whom Plaintiff has held a longstanding personal and professional relationship since high school — separately corroborated JPMC's tortious interference following an in-person meeting with Plaintiff. The Managing Partner had asked Plaintiff to review three new platform buy-out opportunities that the firm was considering, each of which the firm intended to structure with a combination of modest senior leverage and preferred equity. After Plaintiff entered the three new deals into the firm's customer relationship management system and new-deal pipeline tracker, the Managing Partner received information concerning the pendency of Plaintiff's legal matter against JPMC and was advised by other market participants not to work with “bad actors” in the space. Given the longstanding personal relationship, the

Managing Partner addressed the matter directly with Plaintiff and corroborated JPMC's breach of its fiduciary obligations and its tortious interference with Plaintiff's prospective business relationships. JPMC's tortious interference in this instance was subsequently memorialized in a contemporaneous text message preserved by Plaintiff. The result was that Plaintiff was excluded from participating in the three platform financings and, more significantly, from supporting the firm on its inaugural transaction as a newly formed fund — an exclusion that has caused, and continues to cause, material long-term economic harm and clear reputational damage to Plaintiff;

(h) The conduct described above is further corroborated by current employees of JPMC who have executed sworn affidavits in Plaintiff's possession addressing JPMC's treatment of Plaintiff during and after his employment and the conduct of JPMC personnel toward Plaintiff and toward third-party market participants concerning Plaintiff. Plaintiff is preserving the identities of these affiants pending discovery and the entry of an appropriate protective order.

171. Each of the relationships described in subparagraphs (a) through (h) above represents a longstanding, multi-year professional relationship that Plaintiff personally cultivated, that Plaintiff in many cases personally introduced to JPMC, and that constituted a core component of Plaintiff's professional reputation and earning capacity in the financial services industry. JPMC's conduct has caused, and continues to cause, permanent reputational and economic harm to Plaintiff that cannot be undone. The harm extends beyond the specific transactions identified above; it permeates Plaintiff's entire professional network, has materially impaired Plaintiff's ability to source, originate, and execute transactions in his industry, and will continue to impair Plaintiff's career indefinitely. The cumulative effect of JPMC's interference across Plaintiff's industry

relationships is not capable of remediation by Plaintiff alone. The relationships at issue, and the credibility built within them, were the product of years of work that JPMC has now destroyed; the destruction is permanent, the loss is permanent, and the economic injury to Plaintiff is permanent.

172. The conduct described above is further corroborated by four additional witnesses currently employed by JPMC, each of whom has communicated to Plaintiff information consistent with the pattern of conduct alleged in this Complaint. The first such witness is a close family friend and distant relative of Plaintiff, a tenured JPMC employee with more than ten years at the firm, who advised Plaintiff that the witness had been instructed by JPMC personnel not to communicate with Plaintiff on the express grounds that Plaintiff had caused “insurmountable harm” to JPMC and was “untrustworthy” and “a liar.” The second such witness is employed within JPMC's Asset and Wealth Management Division, who advised Plaintiff that the witness had been instructed to screen Plaintiff's communications and was told that Plaintiff was being “fired for cause”; in connection with this conduct, JPMC took the additional step of blocking Plaintiff's ability to access the Zoom platform on JPMC's internal information technology systems. The two additional witnesses have separately corroborated specific elements of the conduct alleged herein, including JPMC's internal characterization of Plaintiff and the firm's external communications with market participants concerning Plaintiff. The internal JPMC characterization of Plaintiff as “fired for cause,” “untrustworthy,” and a “liar” is materially false. The dissemination of that characterization within JPMC has since spilled into the broader financial services market, where it has been amplified through the conduct described in subparagraphs (a) through (h) above. Plaintiff is preserving the identities of these four witnesses pending discovery and the entry of an appropriate protective order in this action.

173. JPMC was on documented written notice of the conduct described above no later than July 2, 2025, when Plaintiff submitted a formal Personal Information and Data Request that identified by name ten internal custodians, encompassed external communications concerning Plaintiff with multiple named market participants, and included an express litigation-hold demand transmitted contemporaneously by Plaintiff's then-counsel of record. JPMC's subsequent conduct, including its continued communications with third-party market participants concerning Plaintiff, occurred with full awareness of Plaintiff's preservation demand and is independently evidence of JPMC's intent and malice.

174. The conduct described in the preceding paragraphs was undertaken intentionally and with the wrongful means of misrepresentation, defamation, breach of confidentiality, and use of JPMC's commercial leverage over third-party market participants to procure adverse action against Plaintiff. The conduct was not motivated by any legitimate business interest of JPMC.

175. As a direct and proximate result of JPMC's tortious interference, Plaintiff has incurred and continues to incur damages including but not limited to lost compensation, lost carried interest, lost transaction-based economic participation, lost business and employment opportunities, reputational harm, professional damage, and severe emotional distress.

176. JPMC's conduct was willful, wanton, and undertaken in conscious disregard of Plaintiff's rights, justifying an award of punitive damages.

TENTH CAUSE OF ACTION
Defamation and Defamation Per Se
(Against JPMC)

177. Plaintiff realleges and incorporates by reference the allegations contained in the previous paragraphs as if fully rewritten herein.

178. JPMC, through its agents acting within the scope of their employment, made and caused to be made false and defamatory statements of fact concerning Plaintiff to third-party

market participants in the financial services industry. The statements include but are not limited to:

- (a) On or about December 12, 2025, JPMC personnel communicated to one or more market participants that Plaintiff had been “fired” from JPMC and was “suing” JPMC for sexual harassment;
- (b) In or about early 2026, JPMC personnel communicated to a Principal at PE Fund #4 and to others in the market that Plaintiff had sued JPMC for sexual misconduct, in circumstances in which JPMC’s framing of the matter to those third parties was false, materially misleading, and made for the purpose of disrupting Plaintiff’s business relationships;
- (c) In or about late 2025 and early 2026, JPMC personnel communicated to senior-level investment professionals at multiple financial sponsor firms — including but not limited to PE Fund #2, PE Fund #3, PE Fund #5, PE Fund #6 (a US-based upper middle market fund focused on Technology and IT Services), PE Fund #7, PE Fund #8, PE Fund #9, PE Fund #10, and PE Fund #11 — disparaging statements concerning Plaintiff’s professional conduct, credibility, character, deal experience, and fitness for the role. The disparaging statements included, but were not limited to, the following: (i) that Plaintiff had never been a “real” investment banking analyst but rather a commercial banker who misrepresented his prior experience, and that Plaintiff had never closed a sell-side or buy-side transaction; (ii) that Plaintiff lacked any “live deal experience”, did not know anyone in the private equity community, and lacked any material relationships capable of generating new deal flow; (iii) that Plaintiff was a “lazy,” “incompetent,” “introvert” with limited upside as a senior industry professional, whose technical skill was offset by an absence of industry

contacts and sponsor-community relationships; and (iv) that Plaintiff was unfaithful to his domestic partner, engaged in infidelity with multiple individuals, and consumed alcohol three to four times per week to excess; that Plaintiff was not committed to his role at JPMC; and that Plaintiff's conduct outside the workplace rendered him professionally unreliable. The foregoing characterizations were materially false and were communicated to recipient firms with the specific intent to injure Plaintiff's reputation. The characterizations were also particularly malicious in that JPMC personnel attributed to Plaintiff the very categories of misconduct — sexual exploitation of multiple partners and excessive consumption of alcohol — to which Plaintiff had himself been subjected by Ms. Hajdini, as alleged elsewhere in this Complaint; and (v) that JPMC would cease conducting business with the recipient firm if the recipient firm continued any business relationship involving Plaintiff;

(d) In or about January 2025, Lorna Hajdini provided a defamatory reference concerning Plaintiff to a hedge fund stating that Plaintiff was not qualified for the senior investment role for which he was being considered.

179. The statements described above were false. Plaintiff was not “fired” from JPMC. The framing of the underlying legal proceeding as communicated to market participants was materially false and misleading. The disparaging statements concerning Plaintiff's professional conduct, character, and fitness were false. The characterization of Plaintiff as not qualified for the senior investment role was false.

180. JPMC's statements were published to third parties, including specifically the market participants and firms identified above.

181. JPMC's statements were defamatory per se in that they tended to injure Plaintiff in his trade, business, and profession, and were made with respect to matters of significance and importance to Plaintiff's professional reputation in his industry.

182. JPMC made the statements with knowledge of their falsity or with reckless disregard for their truth or falsity, and with actual malice toward Plaintiff arising from his protected activity.

183. The statements were not protected by any privilege, or in the alternative, any privilege that may have applied was forfeited by JPMC's malice and abuse.

184. As a direct and proximate result of JPMC's defamation, Plaintiff has incurred and continues to incur damages including but not limited to lost compensation, lost business and employment opportunities, reputational harm, professional damage, and severe emotional distress. Damages are presumed as a matter of law for defamation per se.

185. JPMC's conduct was willful, wanton, and undertaken in conscious disregard of Plaintiff's rights, justifying an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the following relief:

A declaration that the acts, practices, and omissions complained of herein are unlawful and violate the NYCHRL, the NYSHRL, and New York common law;

- A. Back pay and front pay for past and future lost wages and benefits;
- B. Compensatory damages for, among other things, reputational harm, and emotional distress;
- C. Punitive damages;
- D. Pre-judgment interest (continuing to accrue at a rate of 9% per year);

- E. Post-judgment interest;
- F. The reasonable attorneys' fees and costs of this action;
- G. Unpaid wages, liquidated damages, prejudgment interest, attorneys' fees, and costs pursuant to NYLL §§ 191, 193, and 198;
- H. Compensatory damages for tortious interference with prospective economic advantage in an amount to be determined at trial;
- I. Compensatory and presumed damages for defamation and defamation per se in an amount to be determined at trial;
- J. Punitive damages on the tortious interference and defamation claims in an amount to be determined at trial; and

Such other legal and equitable relief as this Court deems necessary, just, and proper.

JURY DEMAND

Pursuant to CPLR § 4101, Plaintiff demands a trial by jury on all questions of fact raised.

Dated: New York, New York
April 27, 2026

KAISER SAURBORN & MAIR, P.C.



By: _____

Daniel J. Kaiser, Esq. [DK-9387]
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