

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

AGHARZA F. MALIKOV,

Plaintiff,

-against-

CITIGROUP, INC.;  
CITIBANK, N.A.;  
CARMEN NG, individually;  
JILL BRAHMS, individually;  
JULIE ABBOTT, individually;  
LAUREN SMITH, individually;  
ELIZABETH CATE, individually;  
TASHA RIVARDE, individually;  
SELMA GUTIERREZ, individually;  
MELINDA MARTINEZ, individually;  
JANE JOHN DOES 1-10.

Defendants.

Index No.: 152956/2026

**VERIFIED ANSWER ON BEHALF OF  
DEFENDANTS CITIGROUP INC.  
AND CITIBANK, N.A. TO THE  
VERIFIED COMPLAINT OF  
PLAINTIFF AGHARZA F. MALIKOV**

Defendants Citigroup Inc. (“Citigroup”) and Citibank, N.A. (“Citibank”)<sup>1</sup> (collectively, “Defendants”), by and through their attorneys, submit this Verified Answer to the Verified Complaint of Plaintiff Agharza Malikov (“Plaintiff” or “Malikov”), based on information currently available, as follows:

**AS TO “PRELIMINARY STATEMENT”**

1. As to the allegations in Paragraph 1 of the Verified Complaint, Citibank admits that Plaintiff purports to bring this action on the basis stated. Citibank denies that Plaintiff was subjected to sex-based discrimination, sexual harassment or retaliation during his employment with Citibank. Citibank states that, contrary to the chimerical allegations set forth in Plaintiff’s Verified Complaint, it was Plaintiff who subjected his female supervisor, to highly inappropriate

<sup>1</sup> Plaintiff was employed by Citibank, not Citigroup, and therefore his inclusion of Citigroup, Inc. as a defendant in this matter is improper. Citigroup’s answer to the Verified Complaint is not an admission that that entity is a proper party to this action.

conduct including unwanted advances and sexual harassment. Citibank further states that it conducted a thorough investigation into Plaintiff's conduct and determined that his actions violated Citibank policies prohibiting harassment and unprofessional behavior in the workplace. Citibank further states that Plaintiff's employment was terminated for legitimate, non-discriminatory and non-retaliatory business reasons, including his repeated inappropriate conduct and sexual harassment directed toward his female supervisor, and that Plaintiff's termination was based solely on his misconduct and not for any discriminatory, retaliatory, or unlawful reason. Except as so stated, Citibank denies the allegations in Paragraph 1 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

2. As to the allegations in Paragraph 2 of the Verified Complaint, Citibank states that Plaintiff held the position of Financial Solutions, Senior Lead Analyst, SVP-C14, from on or about June 1, 2020, to on or about April 27, 2023. Citibank further states that Carmen Ng was Plaintiff's immediate supervisor during that time. Except as so stated, Citibank denies the allegations in Paragraph 2 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

3. As to the allegations in Paragraph 3 of the Verified Complaint, Citibank states that, in or about January 2023, Plaintiff was placed on an unpaid leave of absence pending reverification by Plaintiff of his work authorization. Citibank further states that, in or about February 2023, Plaintiff was placed on a paid leave of absence pending completion of an ongoing investigation of a complaint of sexual harassment involving Plaintiff. Citibank further states that, on or about April 27, 2023, Plaintiff's employment terminated because he subjected

his female supervisor to inappropriate conduct and harassment. Except as so stated, Citibank denies the allegations in Paragraph 3 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

4. As to the allegations in Paragraph 3 of the Verified Complaint, Citibank states that Plaintiff was placed on an unpaid administrative leave after his work authorization expired in or about January 2023, and that Plaintiff was returned to active work status when he provided the appropriate documentation to satisfy immigration requirements. Citibank further states that Plaintiff's employment subsequently terminated, on or about April 27, 2023, for legitimate, non-discriminatory and non-retaliatory business reasons, including his repeated inappropriate conduct and sexual harassment directed toward his female supervisor. Except as so stated, Citibank denies the allegations in Paragraph 4 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

5. Citibank and Citigroup deny the allegations in Paragraph 5 of the Verified Complaint.

6. As to the allegations in Paragraph 6 of the Verified Complaint, Citibank admits that Plaintiff purports to bring this action on the basis stated. Citibank denies that Plaintiff was subjected to discrimination or retaliation during his employment with Citibank. Citibank states that, contrary to the allegations set forth in Paragraph 6 of Plaintiff's Verified Complaint, it was Plaintiff who subjected his immediate supervisor, a female, to highly inappropriate conduct including unwanted advances and sexual harassment. Citibank further states that Plaintiff's employment was terminated for legitimate, non-discriminatory and non-retaliatory business reasons, including his repeated inappropriate conduct and sexual harassment directed toward his

female supervisor. Except as so stated, Citibank denies the allegations in Paragraph 6 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**AS TO "JURISDICTION AND VENUE"**

7. Citibank states that the allegations contained in Paragraph 7 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 7 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

8. Citibank states that the allegations contained in Paragraph 8 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 8 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

9. Citibank states that the allegations contained in Paragraph 9 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 9 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

10. Citibank states that the referenced September 13, 2024 decision by the New York City Commission on Human Rights referred to in Paragraph 10 of the Verified Complaint speaks for itself and directs the Court to that document for its contents. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

11. As to the allegations in Paragraph 11 of the Verified Complaint, Citibank admits that Plaintiff has a valid arbitration agreement with Citibank, and that he purports to “void any pre-dispute arbitration.” Citibank further states that the remaining allegations in Paragraph 11 of the Verified Complaint contain conclusions of law for which no response is required. Except as so stated, Citibank denies the allegations in Paragraph 11 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**AS TO “ADMINISTRATIVE EXHAUSTION”**

12. As to the allegations in Paragraph 12 of the Verified Complaint, Citibank admits that Plaintiff filed a complaint with the New York City Commission on Human Rights (“NYCDHR”) and that the NYCDHR dismissed the complaint. Except as so stated, Citibank denies the allegations in Paragraph 12 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

13. Citibank states that the allegations contained in Paragraph 13 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 13 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

14. As to the allegations in Paragraph 14 of the Verified Complaint, Citibank states that it lacks sufficient knowledge or information to form a belief as to whether Plaintiff served the referenced documents as asserted. Except as so stated, Citibank denies the allegations in Paragraph 14 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**AS TO "APPLICABILITY OF THE ENDING FORCED ARBITRATION ACT"**

15. As to the allegations in Paragraph 15 of the Verified Complaint, Citibank admits that Plaintiff purports to bring this action on the basis stated. Citibank denies that Plaintiff was subjected to sexual harassment during his employment with Citibank. Except as so stated, Citibank denies the allegations in Paragraph 15 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

16. As to the allegations in Paragraph 16 of the Verified Complaint, Citibank admits that Plaintiff purports to take the actions stated regarding his arbitration agreement. Citibank further states that the remaining allegations in Paragraph 16 of the Verified Complaint contain conclusions of law for which no response is required. Except as so stated, Citibank denies the allegations in Paragraph 16 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

AS TO "PARTIES"

17. As to the allegations in Paragraph 17 of the Verified Complaint, Citibank states that it employed Plaintiff from on or about August 10, 2016, to on or about April 27, 2023, and that he held the position of Financial Solutions, Senior Lead Analyst, SVP-C14, from on or about June 1, 2020, to on or about April 27, 2023. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations relating to Plaintiff's current residence. Citibank further states that the remaining allegation in Paragraph 17 of the Verified Complaint calls for a legal conclusion to which no response is required. Except as so stated, Citibank denies the allegations in Paragraph 17 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

18. As to the allegations in Paragraph 18 of the Verified Complaint, Citigroup states that it is a Delaware corporation and that it maintains a place of business at 388 Greenwich Street, New York, New York 10013. Except as so stated, Citigroup denies that it employed Plaintiff and denies the allegations in Paragraph 18 of the Verified Complaint. As the allegations set forth in Paragraph 18 of the Verified Complaint are not directed to Citibank, no response is required.

19. As to the allegations in Paragraph 19 of the Verified Complaint, Citibank admits that it is a subsidiary of Citigroup, and that it maintains a place of business at 388 Greenwich Street, New York, New York 10013. Except as so stated, Citibank denies the allegations in Paragraph 19 of the Verified Complaint. As the allegations set forth in Paragraph 19 of the Verified Complaint are not directed to Citigroup, no response is required.

20. As to the allegations in Paragraph 20 of the Verified Complaint, Citibank and Citigroup admit that Plaintiff purports to collectively identify them as "Citi" in the Verified Complaint. Citigroup denies that it employed Plaintiff and denies that it is a proper party to this action. Except as so stated, Citibank and Citigroup deny the allegations in Paragraph 20 of the Verified Complaint.

21. As to the allegations in Paragraph 21 of the Verified Complaint, Citibank states that it employs Carmen Ng and that Plaintiff reported to Ms. Ng during the pertinent time period. Citibank further states that it understands that Plaintiff has identified Ms. Ng as an individual defendant but denies that Ms. Ng engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 21 of the Verified Complaint. As the allegations set forth in Paragraph 21 of the Verified Complaint are not directed to Citigroup, no response is required.

22. As to the allegations in Paragraph 22 of the Verified Complaint, Citibank states that, during the pertinent time period, it employed Jill Brahms. Citibank further states that it understands that Plaintiff has identified Ms. Brahms as an individual defendant but denies that Ms. Brahms engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 22 of the Verified Complaint. As the allegations set forth in Paragraph 22 of the Verified Complaint are not directed to Citigroup, no response is required.

23. As to the allegations in Paragraph 23 of the Verified Complaint, Citibank states that, during the pertinent time period, it employed Julie Abbott. Citibank further states that it understands that Plaintiff has identified Ms. Abbott as an individual defendant but denies that Ms. Abbott engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 23 of the Verified Complaint. As the

allegations set forth in Paragraph 23 of the Verified Complaint are not directed to Citigroup, no response is required.

24. As to the allegations in Paragraph 24 of the Verified Complaint, Citibank states it employs Lauren Smith. Citibank further states that it understands that Plaintiff has identified Ms. Smith as an individual defendant but denies that Ms. Smith engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 24 of the Verified Complaint. As the allegations set forth in Paragraph 24 of the Verified Complaint are not directed to Citigroup, no response is required.

25. As to the allegations in Paragraph 25 of the Verified Complaint, Citibank states it employs Elizabeth Cate. Citibank further states that it understands that Plaintiff has identified Ms. Cate as an individual defendant but denies that Ms. Cate engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 25 of the Verified Complaint. As the allegations set forth in Paragraph 25 of the Verified Complaint are not directed to Citigroup, no response is required.

26. As to the allegations in Paragraph 26 of the Verified Complaint, Citibank states that, during the pertinent time period, it employed Tasha Rivarde. Citibank further states that it understands that Plaintiff has identified Ms. Rivarde as an individual defendant but denies that Ms. Rivarde engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 26 of the Verified Complaint. As the allegations set forth in Paragraph 26 of the Verified Complaint are not directed to Citigroup, no response is required.

27. As to the allegations in Paragraph 27 of the Verified Complaint, Citibank states it employs Selma Gutierrez. Citibank further states that it understands that Plaintiff has identified Ms. Gutierrez as an individual defendant but denies that Ms. Gutierrez engaged in any

discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 27 of the Verified Complaint. As the allegations set forth in Paragraph 27 of the Verified Complaint are not directed to Citigroup, no response is required.

28. As to the allegations in Paragraph 28 of the Verified Complaint, Citibank states it employs Melinda Martinez. Citibank further states that it understands that Plaintiff has identified Ms. Martinez as an individual defendant but denies that Ms. Martinez engaged in any discriminatory or retaliatory conduct towards Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 28 of the Verified Complaint. As the allegations set forth in Paragraph 28 of the Verified Complaint are not directed to Citigroup, no response is required.

29. As to the allegations in Paragraph 29 of the Verified Complaint, Citibank and Citigroup admit that Plaintiff purports to bring this lawsuit against "Jane and John Does 1-10" but states that such an allegation is improper under New York law. Except as so stated, Citibank and Citigroup deny the allegations in Paragraph 29 of the Verified Complaint.

30. As to the allegations in Paragraph 30 of the Verified Complaint, Citibank states that, at pertinent times, it employs and/or employed the individuals referenced Paragraphs 21 to 28 of the Verified Complaint. Citibank further states that the remaining allegations in Paragraph 30 of the Verified Complaint contain conclusions of law for which no response is required. Except as so stated, Citibank denies the allegations in Paragraph 30 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

31. As the allegations in Paragraph 31 of the Verified Complaint are not directed to Citibank or Citigroup, no response is required, but if a response is required, Citibank and Citigroup deny same.

**AS TO "STATEMENT OF FACTS"****As To "Background"**

32. As to the allegations in Paragraph 32 of the Verified Complaint, Citibank states that it employed Plaintiff from on or about August 10, 2016, to on or about April 27, 2023, and that Plaintiff held the position of Financial Solutions, Senior Lead Analyst, SVP-C14, when his employment with Citibank terminated because he subjected his female supervisor to inappropriate conduct and harassment. Except as so stated, Citibank denies the allegations in Paragraph 32 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

33. As to the allegations in Paragraph 33 of the Verified Complaint, Citibank states that Carmen Ng became Plaintiff's immediate supervisor on or about June 1, 2020. Citibank further states that Citibank employees, including Plaintiff and Ms. Ng, worked remotely during the COVID-19 pandemic. Except as so stated, Citibank denies the allegations in Paragraph 33 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

34. As to the allegations in Paragraph 34 of the Verified Complaint, Citibank admits, on information and belief, that Plaintiff developed a romantic interest in Ms. Ng, and that he pursued Ms. Ng despite her disinterest in a romantic relationship with him. Except as so stated, Citibank denies the allegations in Paragraph 34 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

35. As to the allegations in Paragraph 35 of the Verified Complaint, Citibank states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations relating to what Plaintiff discovered and how he felt. Except as so stated, Citibank denies the allegations in Paragraph 35 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

36. As to the allegations in Paragraph 36 of the Verified Complaint, Citibank states that employees began returning to the workplace following the pandemic in or around the Fall of 2021. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegation relating to Plaintiff's alleged efforts to avoid overlapping in the office with Ms. Ng, and leaves Plaintiff to his proofs. Except as so stated, Citibank denies the allegations in Paragraph 36 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To "Exclusion From Work and Threat To Reporting Line After Plaintiff's Withdrawal"**

37. Citibank denies the allegations in Paragraph 37 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

38. Citibank denies the allegations in Paragraph 38 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

39. As to the allegations in Paragraph 39 of the Verified Complaint, Citibank states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations regarding Plaintiff's feelings, and leaves Plaintiff to his proofs. Except as so stated, Citibank denies the allegations in Paragraph 39 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

40. As to the allegations in Paragraph 40 of the Verified Complaint, Citibank states, on information and belief, that Ms. Ng and Plaintiff communicated about work by telephone on occasion. Citibank further states, on information and belief, that Plaintiff suggested to Ms. Ng that they meet for coffee in or about January 2022, because they had worked together for more than one year and had never met in person, and that Ms. Ng agreed to Plaintiff's suggestion. Except as so stated, Citibank denies the allegations in Paragraph 40 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To "Repeated Initiation and Rescheduling of Non-Work Meetings"**

41. As to the allegations in Paragraph 41 of the Verified Complaint, Citibank admits that Ms. Ng repeatedly postponed or cancelled Plaintiff's request that they meet for coffee and told Plaintiff that he needed to remain professional and message her only about work. Except as so stated, Citibank denies the allegations in Paragraph 41 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

42. As to the allegations in Paragraph 42 of the Verified Complaint, Citibank states that Plaintiff responded in an aggressive manner after Ms. Ng cancelled and/or postponed his

requests that they meet for coffee. Citibank further states that it lacks sufficient knowledge or information to respond to the specific allegations relating to an alleged January 2022 telephone call between Plaintiff and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 42 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

43. As to the allegations in Paragraph 43 of the Verified Complaint, Citibank states that Ms. Ng repeatedly postponed or cancelled Plaintiff's suggestion that they meet for coffee. Except as so stated, Citibank denies the allegations in Paragraph 43 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

44. As to the allegations in Paragraph 44 of the Verified Complaint, Citibank states that, on or about January 28, 2022, Plaintiff and Carmen Ng exchanged text messages about Plaintiff's desire to meet Ms. Ng for coffee, and refers to same for the contents thereof. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegation as to Plaintiff's perception of these text messages and, therefore, denies same and leaves Plaintiff to his proofs. Except as so stated, Citibank denies the allegations in Paragraph 44 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same.

45. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 45 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

46. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 46 of the Verified Complaint relating to how Plaintiff felt, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

47. As to the allegations in Paragraph 47 of the Verified Complaint, Citibank states that Ms. Ng sat in her designated work area when she returned to the office one day each week in or about February 2022. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the remaining allegations in Paragraph 47 of the Verified Complaint regarding Plaintiff's motivations and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To "Personal Meetings, the Kiss, and Reassurances"**

48. As to the allegations in Paragraph 48 of the Verified Complaint, Citibank states that, at Plaintiff's request, Ms. Ng agreed to have lunch with Plaintiff on February 9, 2022, that Ms. Ng told Plaintiff she would meet him in the lobby of the Long Island City office, and that Plaintiff gave her a box of chocolates as a birthday present during the lunch. Except as so stated, Citibank denies the allegations in Paragraph 44 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

49. As to the allegations in Paragraph 49 of the Verified Complaint, Citibank states that Plaintiff and Ms. Ng exchanged text messages on or about February 10, 2022, and refers to

same for the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 49 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same.

50. Citibank denies the allegations in Paragraph 50 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

51. As to the allegations in Paragraph 51 of the Verified Complaint, Citibank admits that it employed Plaintiff pursuant to an H-1B authorization and sponsored his application for a Green Card. Citibank further states that it employed Ms. Ng as a L-1B worker. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegation relating to what Ms. Ng understood and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 51 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

52. Citibank denies the allegations in Paragraph 52 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

53. Citibank states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 53 of the Verified Complaint relating to how Plaintiff felt and therefore denies same. Citigroup denies that it employed Plaintiff and denies

sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To “Renewed Initiation and Rescheduling of Personal Meetings, and Defendant Ng’s Changed Approach to Communicating Personal Matters in Writing**

54. As to the allegations in Paragraph 54 of the Verified Complaint, Citibank states that Plaintiff brought Ms. Ng unsolicited gifts and food, often with Ms. Ng telling him not to do so, and that Ms. Ng once paid for coffee. Except as so stated, Citibank denies the allegations in Paragraph 54 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

55. As to the allegations in Paragraph 55 of the Verified Complaint, Citibank states that Plaintiff responded in an aggressive and inappropriate manner after Ms. Ng informed her team that she would not be in the office the day after the team completed a remote assignment that lasted several weeks. Citibank further states that Plaintiff and Ms. Ng exchanged messages on or about April 4, 2022, and refers to these messages for the contents thereof. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations relating to Plaintiff’s understanding. Except as so stated, Citibank denies the allegations in Paragraph 55 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

56. As to the allegations in Paragraph 56 of the Verified Complaint, Citibank states that, on or about April 4, 2022, Ms. Ng sent Plaintiff a message directing him to “stay professional” and advising him that he was making her feel “very uncomfortable.” Citigroup refers to Ms. Ng’s April 4, 2022 message to Plaintiff for the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 56 of the Verified Complaint. Citigroup

denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

57. As to the allegations in Paragraph 57 of the Verified Complaint, Citibank states that Ms. Ng and Plaintiff continued to interact regarding work matters through Zoom or in person after Ms. Ng admonished Plaintiff to “stay professional” on or about April 4, 2022. Except as so stated, Citibank denies the allegations in Paragraph 57 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To “Plaintiff’s Second Withdrawal and Defendant Ng’s Renewed Exclusion of Plaintiff From Work”**

58. As to the allegations in Paragraph 58 of the Verified Complaint, Citibank states that Ms. Ng and Plaintiff continued to interact regarding work matters through Zoom or in person after April 4, 2022. Except as so stated, Citibank denies the allegations in Paragraph 58 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

59. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 59 of the Verified Complaint regarding Plaintiff’s “observations,” and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

60. As to the allegations in Paragraph 60 of the Verified Complaint, Citibank states that Plaintiff emailed Ms. Ng about his work responsibilities in or about April 2022, and refers to same for the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph

60 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

61. As to the allegations in Paragraph 61 of the Verified Complaint, Citibank admits that Carmen Ng notified Human Resources of her concerns with Plaintiff's unprofessional behavior and that Jill Brahms, Director, Human Resources, met with Plaintiff in response to Ms. Ng's concerns on or about May 2, 2022. Except as so stated, Citibank denies the allegations in Paragraph 61 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

62. As to the allegations in Paragraph 62 of the Verified Complaint, Citibank states that Human Resources Director Jill Brahms spoke with Plaintiff regarding Ms. Ng's concerns with his unprofessional behavior. Citibank further states that the emails referred to in Paragraph 62 of the Verified Complaint speak for themselves and refers to same for the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 62 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

63. As to the allegations set forth in Paragraph 63 of the Verified Complaint, Citibank states that, on or about April 29, 2022, Human Resources Director Jill Brahms met with Plaintiff in response to concerns raised by Ms. Ng, and counseled Plaintiff regarding his aggressive and insubordinate behavior towards Ms. Ng. Except as so stated, Citibank denies the allegations in Paragraph 63 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies

sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

64. Citibank states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 64 of the Verified Complaint regarding how Plaintiff felt and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To “Defendant Ng Coming to Plaintiff’s Floor and Encouraging Future 1:1 Meetings to Be Held In Person”**

65. Citibank denies the allegations in Paragraph 65 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

66. Citibank denies the allegations in Paragraph 66 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

67. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 67 of the Verified Complaint regarding Plaintiff’s feelings, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

68. Citibank denies the allegations in Paragraph 68 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

69. As to the allegations in Paragraph 69 of the Verified Complaint, Citibank admits that Plaintiff had one on one business meetings with Ms Ng in the July to September 2022 time period. Except as so stated, Citibank denies the allegations in Paragraph 69 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

70. As to the allegations in Paragraph 70 of the Verified Complaint, Citibank states that Plaintiff once gave Ms. Ng a scarf and that he occasionally brought food to their meetings on his own initiative. Except as so stated, Citibank denies the allegations in Paragraph 70 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To “Defendant Ng’s Further Encouragements and Plaintiff’s Further Frustration, and Second HR Involvement”**

71. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 71 of the Verified Complaint regarding Plaintiff’s perceptions, and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 71 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

72. As to the allegations in Paragraph 72 of the Verified Complaint, Citibank states that Plaintiff and Ms. Ng sent each other messages in the April 2022 to July 2022 time period and Citibank refers to these messages for the contents thereof. Citibank further states that

Plaintiff continued to subject MS. Ng to inappropriate and unwelcome conduct during this time. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations regarding Plaintiff's perceptions, and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 72 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

73. As to the allegations in Paragraph 73 of the Verified Complaint, Citibank states that, on or about September 1, 2022, Plaintiff sent Ms. Ng a troubling text message that referenced a short story about a bear and refers to Plaintiff's text message for the contents thereof. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 73 of the Verified Complaint regarding Plaintiff's feelings, and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 73 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

74. Citibank states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 74 of the Verified Complaint as to what Plaintiff intended to express by way of his September 1, 2022, text message, and refers to the content of the text message, which speaks for itself. Except as so stated, Citibank denies the allegations in Paragraph 74 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

75. The allegations set forth in the first sentence of Paragraph 75 of the Verified Complaint are not directed to either Citibank or Citigroup, and require no response. Citibank and Citigroup further state that they lack sufficient knowledge or information to form a belief as to the veracity of the allegations relating to Plaintiff's perceptions, and therefore deny same. Except as so stated, Citibank and Citigroup deny the allegations in Paragraph 75 of the Verified Complaint.

76. As to the allegations in Paragraph 76 of the Verified Complaint, Citibank states that Human Resources Director Jill Brahms met with Plaintiff on or about October 10, 2022, in response to concerns raised by Ms. Ng about Plaintiff's behavior including the September 1, 2022 text message Plaintiff sent to Ms. Ng. Citibank further states that Plaintiff was informed that Ms. Ng's concerns would be investigated by Human Resources. Except as so stated, Citibank denies the allegations in Paragraph 76 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

77. Citibank and Citigroup lack sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 77 of the Verified Complaint regarding Plaintiff's feelings, and therefore deny same.

78. As to the allegations in Paragraph 78 of the Verified Complaint, Citibank states that Plaintiff completed a year-end employee self-evaluation in or about December 2022, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 78 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To "HR Investigation into Plaintiff"**

79. As to the allegations in Paragraph 79 of the Verified Complaint, Citibank states that Ms. Guitierrez from Employee Relations was assigned to investigate concerns raised by Ms. Ng against Plaintiff, and interviewed Plaintiff regarding his interactions with Ms. Ng on or about November 9, 2022. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 79 of the Verified Complaint regarding Plaintiff's perceptions, and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 79 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

80. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 80 of the Verified Complaint regarding Plaintiff's conclusions following his review of his communications with Ms. Ng and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

81. As to the allegations in Paragraph 81 of the Verified Complaint, Citibank states that Plaintiff emailed Ms. Guitierrez on or about November 14, 2022, November 16, 2022, November 17, 2022, and November 28, 2022, and refers to these emails for the contents thereof. Citibank further states that Ms. Guitierrez met with Plaintiff as part of her investigation. Except as so stated, Citibank denies the allegations in Paragraph 81 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To "Plaintiff's Complaints Against Defendants Ng, Brahms and Gutierrez"**

82. As to the allegations in Paragraph 82 of the Verified Complaint, Citibank states that, after Plaintiff spoke to Ms. Guterrez, Plaintiff filed a complaint against Carmen Ng and Jill Brahms with Human Resources. Except as so stated, Citibank denies the allegations in Paragraph 82 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

83. As to the allegations in Paragraph 83 of the Verified Complaint, Citibank states that Plaintiff filed a complaint against Carmen Ng and Jill Brahms with Human Resources. Except as so stated, Citibank denies the allegations in Paragraph 83 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

84. As to the allegations in Paragraph 84 of the Verified Complaint, Citibank admits that Plaintiff initiated HR complaints on November 30, 2022 and December 6, 2022. Except as so stated, Citibank denies the allegations in Paragraph 84 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

85. As to the allegations in Paragraph 85 of the Verified Complaint, Citibank states Plaintiff filed complaints against Carmen Ng, Jill Brahms and Selma Guterrez and that Carmen Ng continued to be employed by and perform work for Citibank during that time. Citibank further states that Ms. Gutierrez investigated Ms. Ng's voiced concerns about Plaintiff, and that a different Employee Relations investigator investigated Plaintiff's voiced concerns about Ms. Ng and Ms. Brahms. Citibank further states that it lacks sufficient knowledge or information to

form a belief as to the veracity of the allegations in Paragraph 85 of the Verified Complaint regarding Plaintiff's observations and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 85 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To "Defendants' Interference with Plaintiff's Immigration Filings"**

86. As to the allegations in Paragraph 86 of the Verified Complaint, Citibank states that it sponsored Plaintiff's work authorization and that Plaintiff's Green Card application and work authorization was handled by the Gibney firm. Citibank further states that Plaintiff's initial work authorization was initiated in or about October 2016. Except as so stated, Citibank denies the allegations in Paragraph 86 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

87. As to the allegations in Paragraph 87 of the Verified Complaint, Citibank states that Plaintiff's H-1B work authorization was to expire on January 3, 2023. Citibank further states that it lacks sufficient knowledge and information to form a belief as to the veracity of the allegation relating to when Plaintiff expected to receive his Green Card and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 87 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

88. As to the allegations in Paragraph 88 of the Verified Complaint, Citibank states, on information and belief, that the Gibney firm filed an extension request on behalf of Plaintiff on or about December 28, 2022, and that this extension request rendered Plaintiff eligible for an

extension of up to 240 days. Except as so stated, Citibank denies the allegations in Paragraph 88 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

89. As to the allegations in Paragraph 89 of the Verified Complaint, Citibank states that Plaintiff's allegation relating to confirmation by "HR" is vague and incapable of a response as Plaintiff fails to identify with any specificity who in "HR" is alleged to have made this confirmation. Except as so stated, Citibank denies the allegations in Paragraph 89 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

90. As to the allegations in Paragraph 90 of the Verified Complaint, Citibank states, on information and belief, that an attorney from the Gibney firm sent an email to, *inter alia*, Plaintiff and Ms. Ng relating to Plaintiff's green card process and refers to said email for the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 90 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

91. As to the allegations in Paragraph 91 of the Verified Complaint, Citibank states that, after being advised that he was placed on an unpaid leave of absence on or about January 13, 2023, Plaintiff uploaded paperwork regarding his work authorization on or about January 17, 2023. Except as so stated, Citibank denies the allegations in Paragraph 91 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or

information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To: "Placement of Plaintiff on Unpaid Leave of Absence (LOA)"**

92. Citibank denies the allegations in Paragraph 92 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

93. As to the allegations in Paragraph 93 of the Verified Complaint, Citibank states that Plaintiff and representatives from Human Resources had numerous communications concerning Plaintiff's work authorization in January 2023. Except as so stated, Citibank denies the allegations in Paragraph 93 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

94. As to the allegations in Paragraph 94 of the Verified Complaint, Citibank states that, on or about January 3, 2023, Ms. Rivarde forwarded to Plaintiff an email she received from Citi Core HR Work Authorization advising that Plaintiff's work authorization expired that day, and refers to said email for its contents. Citibank further states, on or about January 13, 2023, that Ms. Rivarde notified Plaintiff that he had been placed on an unpaid leave due to his expired work authorization. Except as so stated, Citibank denies the allegations in Paragraph 94 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

95. Citibank denies the allegations in Paragraph 95 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

96. As to the allegations in Paragraph 96 of the Verified Complaint, Citibank states that when an employee's work authorization expires, but the pending extension/renewal documentation is reasonably expected to be received in the short-term, the employee is generally placed on an unpaid leave of absence for up to thirty (30) days to allow time for the employee to obtain and present ongoing work authorization. Citibank further states that employees who are not authorized to work are subject to termination. Citibank states the remaining allegations in Paragraph 96 are the arguments of Plaintiff requiring no response. Except as so stated, Citibank denies the allegations in Paragraph 96 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

97. As to the allegations in Paragraph 97 of the Verified Complaint, Citibank states that Plaintiff copied Mr. Smith and Ms. Sanchez on an email he sent to Ms. Rivarde on or about January 25, 2023, and sent an email to Mr. Smith and Ms. Sanchez on or about January 30, 2023, and refers to said emails for their contents. Citibank further states that it lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 97 of the Verified Complaint regarding what Plaintiff "learned" and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 97 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

98. As to the allegations in Paragraph 98 of the Verified Complaint, Citibank states that Plaintiff exchanged emails with a member of Citibank's Core HR/Employee Life Cycle Services, HR Shared Services, North America Team concerning his work authorization on or

about January 25, 2023, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 98 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

99. Citibank denies the allegations in Paragraph 99 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

100. As to the allegations in Paragraph 100 of the Verified Complaint, Citibank states that Plaintiff sent an email to Ms. Martinez on or about January 26, 2023, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 100 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

101. Citibank denies the allegations in Paragraph 101 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

102. As to the allegations in Paragraph 102 of the Verified Complaint, Citibank states that, on or about January 25, 2023, Ms. Cate sent an email to Plaintiff relating to his work authorization and his return from leave, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 102 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

103. As to the allegations in Paragraph 103 of the Verified Complaint, Citibank states that Plaintiff sent an email to Mr. Smith and Ms. Sanchez on January 30, 2023, and refers to the contents thereof. Citibank further states that Plaintiff's correspondence was forwarded to Ms. Brahms. Citibank further states that Ms. Brahms sent Plaintiff a responsive email on January 30, 2023, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 103 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

104. As to the allegations in Paragraph 104 of the Verified Complaint, Citibank refers to Plaintiff's February 3, 2026 "paycheck," the contents of which speak for themselves. Except as so stated, Citibank denies the allegations in Paragraph 104 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

105. As to the allegations in Paragraph 105 of the Verified Complaint, Citibank states that Plaintiff sent Ms. Brahms an email on or about February 7, 2023, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 105 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

106. As to the allegations in Paragraph 106 of the Verified Complaint, Citibank states that Plaintiff was placed on a paid leave on or about February 3, 2023, pending an investigation into allegations of sexual harassment against him. Except as so stated, Citibank denies the allegations in Paragraph 106 of the Verified Complaint. Citigroup denies that it employed

Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

107. As to the allegations in Paragraph 107 of the Verified Complaint, Citibank states that it lacks sufficient knowledge or information concerning Plaintiff's allegations concerning his LinkedIn communications. Citibank further states that Plaintiff sent an email using a gmail address to Mr. Love on or about February 3, 2023, and refers to the contents thereof. Except as so stated, Citibank denies the allegations in Paragraph 107 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To: "Suspension of Plaintiff's Green Card"**

108. As to the allegations in Paragraph 108 of the Verified Complaint, Citibank admits that Jill Brahms met with Plaintiff on or about February 2, 2023, and advised that the investigation into concerns voiced about his workplace conduct was complete and that he was being placed on a paid leave of absence while the investigative findings were presented for review by a panel in accordance with Citibank's global disciplinary review policy. Citibank further states, on information and belief, that Ms. Brahms informed Plaintiff that it had paused his Green Card process due to the nature of the allegations against him. Citibank further states that it lacks sufficient knowledge or information concerning the veracity of Plaintiff's allegation relating to his review of the global disciplinary review policy and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 108 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

109. Citibank denies the allegations in Paragraph 109 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

110. As to the allegations in Paragraph 110 of the Verified Complaint, Citibank states that Plaintiff was on paid administrative leave until April 27, 2023, when his employment terminated after an investigation confirmed that he engaged in inappropriate, unwelcome conduct towards his supervisor. Except as so stated, Citibank denies the allegations in Paragraph 110 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

111. As to the allegations in Paragraph 111 of the Verified Complaint, Citibank states, on information and belief, that Plaintiff's employment terminated prior to the renewal of his H-1B work authorization. Citibank states that it lacks sufficient knowledge or information to form a belief as to the remaining allegations in Paragraph 111 of the Verified Complaint and therefore denies same. Except as so stated, Citibank denies the allegations in Paragraph 111 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

112. As to the allegations in Paragraph 112 of the Verified Complaint, Citibank states that Ms. Brahms informed Plaintiff that his employment was being terminated on about April 27, 2023, because an investigation confirmed that he engaged in inappropriate, unwelcome conduct towards his supervisor. Citibank further states, on information and belief, that Ms. Brahms informed Plaintiff that the Green Card application Citibank commenced on his behalf would end

with the termination of his employment. Citibank denies that it recorded the conversation referenced in Paragraph 112 of the Verified Complaint, and denies sufficient knowledge or information to form a belief as to whether Plaintiff recorded such conversation in violation of Citibank policy. Except as so stated, Citibank denies the allegations in Paragraph 112 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

113. As to the allegations in Paragraph 113 of the Verified Complaint, Citibank states that it lacks specific knowledge or information to form a belief as to the veracity of the allegations relating to Plaintiff's alleged conversation with Ms. Brahms and therefore denies same and leaves Plaintiff to his proofs. Except as so stated, Citibank denies the allegations in Paragraph 113 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

114. As to the allegations in Paragraph 114 of the Verified Complaint, Citibank states that it lacks specific knowledge or information to form a belief as to the veracity of the allegations relating to Plaintiff's alleged conversation with Ms. Brahms and therefore denies same and leaves Plaintiff to his proofs. Except as so stated, Citibank denies the allegations in Paragraph 114 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

115. As to the allegations in Paragraph 115 of the Verified Complaint, Citibank admits that Ms. Ng's Green Card application was not paused as there was no finding of wrongdoing on Ms. Ng's part. Except as so stated, Citibank denies the allegations in Paragraph 115 of the

Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

116. The allegations in Paragraph 96 of the Verified Complaint are the arguments of Plaintiff requiring no response. Except as so stated, Citibank denies the allegations in Paragraph 116 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As to “Proceedings and Outcomes”**

117. As to the allegations in Paragraph 117 of the Verified Complaint, Citibank states that Plaintiff provided Julie Abbott with documents he purported supported his complaint against Jill Brahms, and refers to the referenced “documentation” for their contents. Except as so stated, Citibank denies the allegations in Paragraph 117 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

118. As to the allegations in Paragraph 118 of the Verified Complaint, Citibank states that Plaintiff filed a complaint with the New York City Commission on Human Rights on or about July 18, 2023. Except as so stated, Citibank denies the allegations in Paragraph 118 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

119. As to the allegations in Paragraph 119 of the Verified Complaint, Citibank states that it investigated Plaintiff’s Complaint of wrongdoing by Ms. Ng and Ms. Brahms and concluded that his concerns were unsubstantiated. Citibank further states that the results of the

investigation were communicated to Plaintiff. Except as so stated, Citibank denies the allegations in Paragraph 119 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

120. As to the allegations in Paragraph 120 of the Verified Complaint, Citibank admits that Jill Brahms is no longer employed by Citibank and that Plaintiff was not informed as to the circumstances of her separation. Except as so stated, Citibank denies the allegations in Paragraph 120 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

121. Citibank admits that the NYCHR dismissed Plaintiff's complaint on or about September 13, 2025. Except as so stated, Citibank denies the allegations in Paragraph 121 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To: "Post-Termination Consequences"**

122. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 122 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

123. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 123 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information

to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

124. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 124 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

125. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 125 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

126. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 126 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To: "Emotional Distress and Family Separation"**

127. Citibank denies the allegations in Paragraph 127 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

128. Citibank denies the allegations in Paragraph 128 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As To: "Damages"**

129. Citibank denies the allegations in Paragraph 129 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

130. Citibank denies the allegations in Paragraph 130 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

131. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 131 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

132. Citibank denies the allegations in Paragraph 132 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

133. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 133 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information

to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

134. Citibank lacks sufficient knowledge or information to form a belief as to the veracity of the allegations in Paragraph 134 of the Verified Complaint, and therefore denies same. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

135. Citibank denies the allegations in Paragraph 135 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

136. Citibank denies the allegations in Paragraph 136 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**AS TO "CAUSES OF ACTION"**

**AS TO "COUNT I"**

**Sex Discrimination, Sexual Harassment, and Hostile Work Environment (NYSHRL) N.Y.  
Exec Law § 296(1)(a), § 296(1)(h), and § 296(6) (Direct Liability Aiding and Abetting)**

137. In response to Paragraph 137 of the Verified Complaint, Citibank and Citigroup repeat and reassert their responses to the allegations set forth in Paragraphs 1 through 136 of the Verified Complaint as if set forth herein in full.

138. Citibank states that the allegations contained in Paragraph 138 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 138 of the Verified Complaint.

Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

139. Citibank denies the allegations in Paragraph 139 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

140. Citibank denies the allegations in Paragraph 140 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

141. Citibank states that the allegations contained in Paragraph 141 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 141 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

142. Citibank denies the allegations in Paragraph 142 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

143. Citibank denies the allegations in Paragraph 143 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**COUNT II**

**Sex Discrimination, Sexual Harassment, and Hostile Work Environment (NYCHRL)  
N.Y.C. Admin. Code § 8-107(1)(a), § 8-107(6), and § 8-107(13)**

144. In response to Paragraph 144 of the Verified Complaint, Citibank and Citigroup repeat and reassert their responses to the allegations set forth in Paragraphs 1 through 143 of the Verified Complaint as if set forth herein in full.

145. Citibank states that the allegations contained in Paragraph 145 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 145 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

146. Citibank denies the allegations in Paragraph 146 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

147. Citibank states that the allegations contained in Paragraph 147 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 147 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

148. Citibank denies the allegations in Paragraph 148 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

149. Citibank denies the allegations in Paragraph 149 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

150. Citibank denies the allegations in Paragraph 150 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

151. Citibank denies the allegations in Paragraph 151 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

### **COUNT III**

#### **Retaliation (NYSHRL and NYCHRL) N.Y. Exec. Law § 296(7) and § 296(6); N.Y.C. Admin. Code § 8-107(7), § 8-107(6), and § 8-107(13)**

152. In response to Paragraph 152 of the Verified Complaint, Citibank and Citigroup repeat and reassert their responses to the allegations set forth in Paragraphs 1 through 151 of the Verified Complaint as if set forth herein in full.

153. Citibank states that the allegations contained in Paragraph 153 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 153 of the Verified Complaint.

Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

154. Citibank states that the allegations contained in Paragraph 154 of the Verified Complaint contain conclusions of law for which no response is required. To the extent a response is required, Citibank denies the allegations in Paragraph 154 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

155. Citibank denies the allegations in Paragraph 155 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

156. Citibank denies the allegations in Paragraph 156 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

157. The allegations contained in Paragraph 157 of the Verified Complaint are not directed to Citibank. To the extent a response is required, Citibank denies the allegations in Paragraph 157 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

158. Citibank denies the allegations in Paragraph 159 of the Verified Complaint. Citigroup denies that it employed Plaintiff and denies sufficient knowledge or information to

form a belief as to the veracity of the allegations and, therefore denies same and leaves Plaintiff to his proofs.

**As to the "Prayer For Relief"**

Citibank and Citigroup deny that Plaintiff is entitled to relief of any kind whatsoever, whether equitable or monetary, including but not limited to any of the relief sought in the "PRAYER FOR RELIEF" clause and/or its subparts.

**GENERAL DENIAL**

Citibank and Citigroup deny each and every allegation contained in the Verified Complaint that is not specifically admitted herein.

**AFFIRMATIVE DEFENSES**

**First Affirmative Defense**

Some or all of the claims asserted in Plaintiff's Verified Complaint fail to state a claim upon which relief may be granted.

**Second Affirmative Defense**

Some or all of the claims asserted in Plaintiff's Verified Complaint are barred by laches and/or any other applicable limitations period.

**Third Affirmative Defense**

Some or all of the claims asserted in Plaintiff's Verified Complaint are barred by the equitable doctrines of waiver, estoppel and/or unclean hands.

**Fourth Affirmative Defense**

Plaintiff is not entitled to any of the relief, equitable, declaratory, compensatory, special, or legal, requested against Defendants, especially, but not limited to, punitive or exemplary damages.

**Fifth Affirmative Defense**

Plaintiff cannot establish a causal connection between any damages as alleged and any improper conduct on the part of Defendants.

**Sixth Affirmative Defense**

Plaintiff's claims, or the damages he may recover, are barred or at least reduced by his failure to mitigate damages.

**Seventh Affirmative Defense**

Plaintiff's claims are barred, in whole or in part, because all of Defendants' decisions regarding Plaintiff were based on legitimate, non-discriminatory business considerations, were neither arbitrary nor capricious, and were undertaken in good faith and in compliance with all applicable laws, rules and regulations, including without limitation the New York State Human Rights Law, the New York City Human Rights Law, and/or any other applicable law.

**Eighth Affirmative Defense**

At all relevant times, Defendants had a specific, appropriate policy and program against unlawful discrimination and harassment, and an effective complaint procedure that were available to all employees including Plaintiff. To the extent Plaintiff experienced or believes he experienced discrimination and/or retaliation of any kind, his claims are barred, in whole or in part, due to his failure to timely avail himself of the preventative and remedial measures made available to him by Defendants.

**Ninth Affirmative Defense**

At all times, Defendants acted in good faith and had reasonable grounds for believing their acts, if any, were not in violation of applicable laws.

**Tenth Affirmative Defense**

Any emotional distress, pain and suffering, mental anguish, physical ailments, embarrassment or humiliation suffered or claimed to be suffered by Plaintiff is not reasonable or justified under the circumstances.

**Eleventh Affirmative Defense**

Some or all of the claims in the Verified Complaint are limited and/or barred as duplicative causes of action which, if allowed to be asserted at trial, would improperly expose Defendants to the potential for double recovery.

**Twelfth Affirmative Defense**

Defendants did not encourage, condone, or ratify any of the alleged discriminatory or retaliatory conduct alleged by Plaintiff.

**Thirteenth Affirmative Defense**

Plaintiff cannot recover punitive damages for any alleged unlawful discriminatory practice and/or retaliation because: (a) Defendants were not consciously indifferent to whether it or they violated any such laws or rights of Plaintiff, and Defendants' conduct was not outrageous, malicious, or severe; and (b) at all times relevant to the Verified Complaint, Defendants engaged in good-faith efforts to comply with its and their obligations under the New York State Human Rights Law, the New York City Human Rights Law, and/or any other applicable law.

**Fifteenth Affirmative Defense**

Citigroup was not Plaintiff's employer, is an improper party, and therefore any claims brought by Plaintiff against Citigroup are directed to the wrong entity.

**RESERVATION OF RIGHTS**

In addition to the defenses stated above, Defendants reserve the right to assert any and all additional legal and/or equitable defenses with regard to some or all of Plaintiff's causes of action.

**WHEREFORE**, Defendants respectfully requests that this Court deny the relief sought by Plaintiff and enter an Order dismissing the Verified Complaint and all claims set forth therein with prejudice and grant such other and further relief as this Court may find just and proper, including reimbursement for the attorneys' fees and costs incurred in defending this action.

Dated: May 26, 2026

**EPSTEIN BECKER & GREEN, P.C.**

By: 

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*Attorneys for Defendants  
Citigroup, Inc. and Citibank, N.A.*

**VERIFICATION**

Melinda Martinez-Rojas, Director and HRBP Manager at Citibank, N.A. (“Citibank”), and acting on behalf of Citibank, being duly sworn, deposes and says:

I have read and reviewed the foregoing Verified Answer, which was prepared with facts and information obtained from various documents and employees of Citibank, upon which I have relied, and with the assistance of counsel, and the contents are true to the best of my knowledge, except as to those matters therein stated to be alleged upon information and belief, and, as to those matters, I believe them to be true.

I affirm this 26th day of May, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, except as to matters alleged on information and belief and as to those matters I believe it to be true, and I understand that this document may be filed in an action or proceeding in a court of law

By: Melinda Martinez-Rojas  
Melinda Martinez-Rojas