

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

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AGHARZA F. MALIKOV,

Plaintiff,

Index No. _____

- against -

VERIFIED COMPLAINT
JURY TRIAL DEMANDED

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 AND JOHN DOES 1-10,

Defendants.

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PRELIMINARY STATEMENT

1. This action arises from sex-based discrimination, sexual harassment, and retaliation by Plaintiff's direct supervisor and Citi's Human Resources personnel, culminating in Plaintiff's suspension, termination, and disruption of his employment-based immigration process.

2. Plaintiff, a Senior Vice President in Citi's Capital Planning group, was subjected to a pattern of personal advances and professional exclusion by his direct supervisor, Defendant

Carmen Ng. As alleged herein, Defendant Ng's treatment of Plaintiff tracked his willingness to engage with her personally: when Plaintiff withdrew from personal engagement, Defendant Ng excluded him from work responsibilities, meetings, and communications. When Plaintiff reported this conduct internally and filed formal HR complaints, Defendant Ng and Citi's HR personnel escalated their adverse treatment of him.

3. After Plaintiff filed formal HR complaints, Defendants placed him on unpaid leave on the stated basis of lacking work authorization—seven days after HR had confirmed in writing that Plaintiff remained authorized to work. When Plaintiff escalated Defendants' contradictory written explanations, he was placed on administrative leave within the hour and was later terminated.
4. During this period, Defendants interfered with Citi's sponsorship of Plaintiff's H-1B work authorization extension and employment-based permanent-residency (Green Card) processes by withholding immigration materials Plaintiff had provided for transmittal to Citi's immigration counsel. Defendants paused Plaintiff's Green Card process and terminated him while his employer-specific work-authorization extension remained pending. Upon information and belief, Defendant Ng—also under HR investigation and also undergoing an employer-sponsored Green Card process—was not subjected to a comparable pause.
5. As a direct result of Defendants' discriminatory and retaliatory conduct, Plaintiff lost his employment, lawful work authorization, and two years of active permanent-residency sponsorship. He suffered severe financial hardship, including housing instability, food

insecurity, and personal bankruptcy; lasting damage to his career and earning capacity; destabilization of his immigration status; prolonged separation from his family; and severe emotional distress in an amount to be determined at trial.

6. Plaintiff brings this action under the New York State and New York City Human Rights Laws to obtain full relief for Defendants' discriminatory and retaliatory conduct.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to Article VI, Section 7 of the New York State Constitution and CPLR § 301.
8. This Court has personal jurisdiction over the corporate Defendants, which maintain their principal place of business and conduct business in New York City, and over the individual Defendants, who committed acts alleged herein in New York City.
9. Venue is proper in New York County pursuant to CPLR § 503 because the corporate Defendants maintain their principal place of business in New York County.
10. On September 13, 2024, the New York City Commission on Human Rights dismissed Plaintiff's complaint for administrative convenience, permitting Plaintiff to file this action in court pursuant to § 8-502 of the Administrative Code of the City of New York.

11. Plaintiff's employment agreement with Citi contained an arbitration clause. However, under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2022, 9 U.S.C. § 401 et seq., Plaintiff elects to void any pre-dispute arbitration agreement with respect to his claims of sexual harassment and gender-based hostile work environment. Plaintiff's retaliation claims arise directly from his opposition to the sexual harassment and hostile work environment alleged herein and are therefore inseparable from, and subject to the same election under, the EFAA.

ADMINISTRATIVE EXHAUSTION

12. Plaintiff filed a complaint with the New York City Commission on Human Rights. The Commission dismissed the matter for administrative convenience pursuant to N.Y.C. Admin. Code § 8-113(a).
13. This action is timely. The statute of limitations was tolled during the pendency of the Commission proceeding, from May 19, 2023 through September 13, 2024.
14. Pursuant to N.Y.C. Admin. Code § 8-502(c), Plaintiff will serve a copy of the summons and Complaint on the New York City Commission on Human Rights and the Corporation Counsel within ten days after commencement.

APPLICABILITY OF THE ENDING FORCED ARBITRATION ACT

15. Plaintiff alleges claims of sexual harassment within the meaning of 9 U.S.C. § 401(4), including claims under the New York State and New York City Human Rights Laws.
16. Pursuant to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, 9 U.S.C. §§ 401–402, Plaintiff hereby elects to invalidate and render unenforceable any predispute arbitration agreement or joint-action waiver that may otherwise apply to this action and elects to pursue these claims in this Court.

PARTIES

17. **Plaintiff AGHARZA F. MALIKOV** is an individual residing in New York, New York. Plaintiff was employed by Defendant Citibank, N.A. from August 2016 until his termination in April 2023. From June 2020 until his termination, Plaintiff held the title of Senior Vice President in Capital Planning. Plaintiff is a member of a protected class within the meaning of the NYSHRL and NYCHRL on the basis of sex.
18. **Defendant Citigroup Inc.** is a Delaware corporation with its principal place of business at 388 Greenwich Street, New York, New York 10013.
19. **Defendant Citibank, N.A.** is a national banking association and wholly owned subsidiary of Citigroup Inc., with its principal place of business at 388 Greenwich Street, New York, New

York 10013. At all relevant times, Citibank, N.A. was Plaintiff's employer within the meaning of the NYSHRL and NYCHRL.

20. Defendants Citigroup Inc. and Citibank, N.A. are referred to collectively herein as "**Citi**" where appropriate.
21. **Defendant CARMEN NG** was, at all relevant times, employed by Citi as Plaintiff's direct supervisor. Defendant Ng is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. At all relevant times, Defendant Ng exercised supervisory authority over Plaintiff with respect to his work and the terms and conditions of his employment. Upon information and belief, Defendant Ng personally participated in and directed personnel decisions affecting Plaintiff.
22. **Defendant JILL BRAHMS** was, at all relevant times, employed by Citi as a Human Resources Director. Defendant Brahms is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief, Defendant Brahms personally participated in and directed personnel decisions affecting Plaintiff, including the handling of Plaintiff's complaints, the suspension of Plaintiff's immigration processing, and Plaintiff's separation from employment.
23. **Defendant JULIE ABBOTT** was, at all relevant times, employed by Citi in Employee Relations. Defendant Abbott is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief,

Defendant Abbott personally conducted the fact-finding investigation into Plaintiff's HR complaints and communicated the outcome of that investigation to Plaintiff, together with Defendant Lauren Smith.

24. **Defendant LAUREN SMITH** was, at all relevant times, employed by Citi in Employee Relations and assumed responsibility for matters previously handled by Defendant Abbott. Defendant Smith is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief, Defendant Smith personally participated in communicating the outcome of Citi's investigation into Plaintiff's HR complaints to Plaintiff.
25. **Defendant ELIZABETH CATE** was, at all relevant times, employed by Citi as a Senior Vice President in Human Resources. Defendant Cate is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief, Defendant Cate personally participated in and directed personnel decisions affecting Plaintiff, including decisions relating to Plaintiff's leave of absence and work authorization status.
26. **Defendant TASHA RIVARDE** was, at all relevant times, employed by Citi as a Vice President in Human Resources, reporting directly to Defendant Cate. Defendant Rivarde is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief, Defendant Rivarde personally participated in the handling of Plaintiff's HR complaints.

27. **Defendant SELMA GUTIERREZ** was, at all relevant times, employed by Citi in Employee Relations as a Senior Vice President. Defendant Gutierrez is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief, Defendant Gutierrez personally participated in the investigation of allegations concerning Plaintiff.
28. **Defendant MELINDA MARTINEZ** was, at all relevant times, employed by Citi in Human Resources. Defendant Martinez is sued in her individual capacity for directly engaging in, and aiding and abetting, discriminatory and retaliatory conduct. Upon information and belief, Defendant Martinez personally participated in communications and actions relating to Plaintiff's efforts to obtain and pursue internal HR complaint procedures.
29. **Defendants JANE AND JOHN DOES 1–10** are individuals whose identities are presently unknown to Plaintiff who, at all relevant times, were employees, agents, and/or supervisors of Citi and who personally participated in, directed, authorized, ratified, aided and abetted, or otherwise contributed to the unlawful conduct alleged herein. Plaintiff will amend this Complaint to substitute the true names of such defendants when ascertained.
30. Upon information and belief, at all relevant times, the Individual Defendants were employees and agents of Citi and, in connection with the acts alleged herein, exercised supervisory, HR, and/or managerial authority affecting Plaintiff's terms and conditions of employment (including complaint handling, investigation/LOA decisions,

immigration-sponsorship actions, and separation from employment). To the extent such acts were undertaken within the scope of that authority, Citi is responsible for them under applicable vicarious-liability principles and the NYSHRL/NYCHRL.

31. Nothing herein is intended to limit the Individual Defendants' personal liability for their own discriminatory and retaliatory conduct and/or for aiding and abetting such conduct under the NYSHRL/NYCHRL.

STATEMENT OF FACTS

Background

32. Plaintiff was employed by Citibank from August 10, 2016 until his employment was terminated on April 27, 2023. At the time of his termination, Plaintiff served as a Senior Vice President in the Capital Planning group within Citi's Treasury organization, in the role of Financial Solutions Senior Lead Analyst.
33. In or around June 2020, Defendant Ng became Plaintiff's direct supervisor when they began working on the same team. Because Plaintiff and Defendant Ng began working together during the COVID-19 pandemic, their work during the first year and a half of their time on the same team was conducted remotely, including over Zoom calls.
34. From early in their professional relationship, Defendant Ng's communication with Plaintiff

was characterized by flirtations, which Plaintiff reciprocated. In that context, Plaintiff developed a romantic interest in Defendant Ng, of which Defendant Ng was aware, as reflected in their communications.

35. In or around Fall 2021, after discovering that Defendant Ng was in a romantic partnership, Plaintiff withdrew from reciprocating her flirtations and avoided non-work-related communications with her.
36. In or around Fall 2021, shortly thereafter, the team was advised to begin a non-mandatory partial return to the office of up to one or two days per week. During the initial partial return to office, Plaintiff avoided overlapping in-office presence with Defendant Ng by working from a WeWork location on her designated in-office days, while otherwise working from the office regularly.

Exclusion From Work and Threat to Reporting Line After Plaintiff's Withdrawal

37. From December 2021 through January 2022, following Plaintiff's withdrawal, Defendant Ng excluded Plaintiff from work responsibilities, meetings, and critical discussions; threatened to reassign Plaintiff's direct report, Peter Placyk; threatened to attribute Plaintiff's work to another colleague; and, when Plaintiff raised concerns about being excluded, provided misleading assurances while the exclusion continued. This was the first such episode of exclusion from work responsibilities.

38. As a result of this exclusion from meetings and communications, Plaintiff lacked necessary information to perform his responsibilities in the ordinary course and to stay current on team decisions.
39. Plaintiff found Defendant Ng's conduct unwelcome. He experienced the exclusion as isolating and humiliating, felt his professional standing was being deliberately undermined, and understood Defendant Ng's exclusionary conduct and threats as retaliation for maintaining boundaries. Because Defendant Ng held supervisory authority over Plaintiff's work assignments and career advancement, Plaintiff perceived his employment to be at risk and felt constrained in addressing her conduct without risking further adverse treatment.
40. In January 2022, Plaintiff and Defendant Ng had a few one-on-one calls over approximately one week. During one of these calls, Plaintiff suggested meeting for coffee, adding, "unless you think that is not necessary." Defendant Ng responded with words to the effect of, "no, let's have it," and proposed that the coffee meeting take place on Saturday, January 15, a non-work day. Thereafter, Defendant Ng ceased exclusions, and Plaintiff was again included in meetings and discussions.

Repeated Initiation and Rescheduling of Non-Work Meetings

41. Over the next several weeks in January 2022, without prompting from Plaintiff, Defendant Ng initiated discussions about meeting in person on three occasions and later postponed

the proposed meetings on three occasions.

42. In January 2022, Plaintiff scheduled a call with Defendant Ng and explicitly told her that he interpreted her repeated postponements as a “no” to his coffee invitations, and that he would not bring up a coffee meeting again. Plaintiff told Defendant Ng that not having a meeting was “100% okay,” that he had “absolutely no expectations,” and that he would move on with the assumption that she was not open to a meeting, joking that this was his “Citi Key assumption” (a term used at Citi to refer to a baseline assumption). Defendant Ng joked about alternative assumptions, and Plaintiff responded with words to the effect of, “there are no alternative assumptions.” At the end of the call, however, Defendant Ng stated, “I better get my chocolate when we meet.”
43. Approximately eight days after Plaintiff told Defendant Ng that he perceived her postponements as a “no” and that he would not raise coffee again, Defendant Ng, on her own initiative, raised a coffee meeting. Later that same day, Defendant Ng again postponed the meeting.
44. Defendant Ng reassured Plaintiff that she was not saying “no,” writing messages such as: “Hi Agharza, absolutely nothing to do with me not wanting to meet ok!”; “You shouldn't misinterpret the reschedule due to a blizzard as an excuse”; and “The untimely reschedules has nothing to do with intention or effort.” Plaintiff perceived this pattern as encouragement of continued pursuit.

45. Defendant Ng's latest initiation and postponement again left Plaintiff feeling manipulated, confused, and frustrated. Plaintiff took Defendant Ng's messages at face value and questioned his own interpretation of her conduct. Her explicit statements that she was not saying "no" led Plaintiff to rely on her expressed position rather than his initial reaction.
46. During the communications that followed, and in light of Defendant Ng's supervisory authority, Plaintiff felt he could not simply ignore her repeated initiations. He understood her conduct as signaling continued openness and felt encouraged to continue pursuing her rather than disengage.
47. In February 2022, when the team returned to the office on a permanent basis for one day per week, Defendant Ng sat in the designated area of the team's assigned floor with the rest of the team. Plaintiff chose to sit on a different floor to limit interactions with Defendant Ng.

Personal Meetings, the Kiss, and Reassurances

48. On February 9, 2022, during their first in-person meeting after their team permanently returned to the office one day per week, Defendant Ng scheduled lunch with Plaintiff. While Plaintiff waited for Defendant Ng in the lobby of Citi's Long Island City building, as she had directed, Defendant Ng exited the elevator, walked directly to Plaintiff, removed her mask, and kissed him on the cheek. During the lunch, Plaintiff gave Defendant Ng a box of chocolate.

49. On February 10, 2022, on her birthday, when Defendant Ng was out of the office, she texted Plaintiff on his personal phone to thank him for the chocolates, stating that she had tried them and that they were good.
50. In February and March 2022, after the February 9, 2022 lunch, Defendant Ng and Plaintiff continued to meet for coffee and meals, frequently at Defendant Ng's initiation, going out together on the next few Wednesdays when they were both in the office.
51. During the relevant period, Plaintiff was employed at Citi pursuant to H-1B work authorization, and Citi was sponsoring his employment-based permanent residency (Green Card). Plaintiff could not transfer teams without materially delaying that process. Defendant Ng was undergoing a similar employer-sponsored Green Card process and was aware of these constraints.
52. Throughout their interactions, Defendant Ng indicated she intended to have a personal relationship with Plaintiff after he left her team, stating words to the effect of "I like you," while maintaining that boundaries were necessary while she remained his manager. Plaintiff told Defendant Ng that he was waiting for his Green Card so he could leave the team and pursue a personal relationship with her.
53. Defendant Ng's conduct, including the kiss, reinforced Plaintiff's belief that a personal relationship would follow once he left her team, and encouraged him to remain engaged

while she retained supervisory authority over him.

Renewed Initiation and Rescheduling of Personal Meetings, and Defendant Ng's Changed Approach to Communicating Personal Matters in Writing

54. In or around March 2022, Defendant Ng continued to encourage Plaintiff's pursuit. On several occasions, she told Plaintiff, "I owe you dinner." She asked him to bring her lunch and responded, "you're the best," when he did. She bought him coffee and accepted gifts Plaintiff brought her each time they met in person.
55. In or around April 2022, after three weeks of remote work, Defendant Ng informed Plaintiff she would not be in the office on their designated in-office day. Based on their established pattern of meeting each in-office day, Plaintiff understood this as another postponement. He then sent several IM messages expressing distress and frustration that had been building during Defendant Ng's repeated initiation and postponement of meetings.
56. In response, Defendant Ng wrote that Plaintiff's messages made her "uncomfortable" and told him to "keep it professional."
57. After Plaintiff's IM messages expressing frustration and Defendant Ng's response saying to "keep it professional," Defendant Ng rarely communicated personal matters in writing. Thereafter, she instead addressed personal matters during Zoom calls and, later, during in-person one-on-one meetings scheduled as work-related discussions between manager

and direct report.

Plaintiff's Second Withdrawal and Defendant Ng's Renewed Exclusion of Plaintiff from Work

58. In April 2022, following Defendant Ng's latest postponement and her message to 'keep it professional,' Plaintiff stopped engaging with Defendant Ng on personal matters and again withdrew from reciprocating her flirtatious communications.
59. Approximately one to two weeks later, still in April 2022, Plaintiff observed that he was again excluded from calls and communications directly related to his responsibilities.
60. Plaintiff raised concerns about the renewed exclusions by email, including direct emails to Defendant Ng and emails copying relevant team members.
61. Upon information and belief, Defendant Ng escalated Plaintiff's emails to HR, and HR Director Defendant Jill Brahms scheduled her first call with Plaintiff for May 2, 2022.
62. On May 2, 2022, Plaintiff informed Defendant Brahms about Defendant Ng's exclusions. Defendant Brahms also had received Plaintiff's emails to Defendant Ng.
63. On that call, Defendant Brahms gave Plaintiff a warning for his "insubordinate tone" in his emails to Defendant Ng, but never followed up on Plaintiff's concerns about exclusions

from work by Defendant Ng.

64. Defendant Brahms' failure to address Plaintiff's concerns about Defendant Ng's exclusions, and instead warning Plaintiff about his tone, made Plaintiff feel scared and intimidated.

Defendant Ng Coming to Plaintiff's Floor and Encouraging Future 1:1 Meetings to Be Held in Person

65. In or around late June 2022, on a day when Plaintiff and Defendant Ng were both in the office but no other member of Defendant Ng's team was present, and many colleagues were away or working remotely, Defendant Ng came to Plaintiff's floor without prior notice. She sat toward the back of Plaintiff's floor in a location from which she could observe Plaintiff while Plaintiff was unaware she was there. That day, despite working from Plaintiff's floor, Defendant Ng told colleagues on at least two separate calls that she was working from her own floor.
66. That day, during a call with other team members, Defendant Ng offered to hold the scheduled 1:1 with Plaintiff in person. Until then, Plaintiff's scheduled work 1:1 meetings with Defendant Ng had been conducted over Zoom. On Defendant Ng's initiative, after she came to Plaintiff's floor, they held this first in-person 1:1 meeting in the office of a Managing Director in Capital Planning, Heather Espinosa. During that meeting, Defendant Ng stated that she had no work-related matters to discuss and that she "just wanted to

chat.”

67. Defendant Ng’s conduct—coming to Plaintiff’s floor without notice, stating to colleagues that she was working from her own floor, initiating an in-person meeting, and using a work-scheduled 1:1 meeting for non-work ‘chat’—left Plaintiff uncertain about the nature of their relationship and the expectations Defendant Ng was creating while she remained his supervisor. Plaintiff felt manipulated by these mixed signals and unable to disengage given Defendant Ng’s supervisory authority over him.
68. After the above 1:1 meeting, Defendant Ng began working from her prior office location, where her manager was based, which she referred to in words to the effect of, “feels like home.”
69. From July through September 2022, Plaintiff traveled to Defendant Ng’s office location once every two weeks for their in-person 1:1 meetings, each time with Defendant Ng’s express confirmation over IM.
70. Defendant Ng continued to accept gifts Plaintiff brought to each 1:1 meeting, including a rare silk scarf from Azerbaijan.

Defendant Ng’s Further Encouragements and Plaintiff’s Further Frustration, and Second HR Involvement

71. Defendant Ng's pattern of conduct—alternating what Plaintiff perceived as encouragement with later pushing him away—left Plaintiff increasingly confused, distressed, and frustrated.
72. As a result of Defendant Ng's pattern of conduct, Plaintiff's messages to Defendant Ng became increasingly emotionally polarized. For example, in April 2022, Plaintiff messaged Defendant Ng: "Since fall last year you've made [me] feel worse so much more than you've made me feel better. So much worse." By contrast, later in July 2022, Plaintiff messaged Defendant Ng: "Whether you're still at the gym or getting ready for work, sending you positive vibes across the world from the shores of the Caspian" and "I wish you a super productive day and a wonderful weekend ahead and I will have no shame in saying stay amazing as you truly are." Defendant Ng responded: "Thank you for your positive vibes, it's been received with gratitude! I hope your relaxed and enjoying every moment over there :)"
73. Plaintiff could not transfer away from Defendant Ng's team without materially delaying his Green Card process. This constraint, combined with Defendant Ng's conduct, made Plaintiff feel trapped. He expressed this to Defendant Ng in a message: "There's a short story in one of russian authors' novels from nineteenth century that describes a bear that is given something it intensely wants, but that something has nails sticking out. Every time the bear tries it terribly hurts but its extremely tight cage doesn't let the bear turn the other way. I am that bear."

74. Through this message, Plaintiff expressed that he felt trapped: Defendant Ng's conduct created circumstances in which he felt unable to disengage while she retained supervisory authority over him, and he could not transfer away from her team without materially delaying his Green Card process.
75. Defendant Ng was aware that Plaintiff had affection for her, that he intended to pursue a relationship after leaving her team, and that he could not transfer without materially delaying his Green Card process. Plaintiff perceived that Defendant Ng used her supervisory authority and this leverage to exclude him from work after he stopped engaging in personal communications with her.
76. Following Plaintiff's messages, HR Director Defendant Brahms scheduled a second call with Plaintiff. On that call, Defendant Brahms referred to Plaintiff's bear-parable message. After the call, Plaintiff was placed under an HR investigation and isolated from his colleagues.
77. Plaintiff had never before in his entire professional career been under an HR investigation or the subject of workplace-behavior complaints. At the time, Plaintiff took accusations at face value and believed he must have misinterpreted Defendant Ng's behavior.
78. In his annual self-evaluation, Plaintiff documented his conclusion at the time, but also stated that he had not received any prior feedback suggesting his behavior was inappropriate.

HR Investigation into Plaintiff

79. On November 9, 2022, SVP of Employee Relations Defendant Selma Gutierrez met with Plaintiff via Zoom and questioned him. Defendant Gutierrez raised accusations, including that Plaintiff allegedly extended repeated invitations for coffee to Defendant Ng despite her declining. Plaintiff perceived the questioning as assuming his guilt, which reinforced his belief at the time that he had misbehaved.
80. After the call with Defendant Gutierrez, Plaintiff reviewed his full history of communications with Defendant Ng—work IMs, emails, and text messages—and concluded that Defendant Ng had encouraged the interactions, often initiated them herself, and repeatedly assured him he was not doing anything inappropriate. This evidence included Defendant Ng initiating coffee meetings three times in January 2022 and canceling each one herself; telling Plaintiff “I owe you dinner” on multiple occasions; coming to his floor when other colleagues were away to have an in-person 1:1 meeting with him; kissing him on the first day they were both in the office; and other similar conduct.
81. The following week, Plaintiff scheduled another call with Defendant Gutierrez and shared the IMs and messages from Defendant Ng. On that call, Plaintiff was cut off several times, his references to Defendant Ng's conduct were dismissed, and he was asked, to the effect of, "What are you trying to achieve?"

Plaintiff's Complaints Against Defendants Ng, Brahms, and Gutierrez

82. Following his second call with Defendant Gutierrez, Plaintiff attempted to file HR complaints against Defendants Brahms and Ng, but his complaints were not addressed and his messages and emails to HR went unanswered.
83. After his second call with Defendant Gutierrez, Plaintiff attempted to raise formal complaints through his assigned HR partner. Those complaints were not formally processed, and Plaintiff received no confirmation that any intake had occurred. Plaintiff then asked HR representative Melinda Martinez for Citi's formal complaint procedures, but those procedures were not provided to him. Plaintiff thereafter located the relevant policies on Citi's internal intranet, learned that he could independently submit a complaint through Citi's online HR reporting system, and proceeded to do so.
84. Between November 30 and December 7, 2022, Plaintiff filed three HR complaints through Citi's online system, triggering Citi's formal intake and tracking process.
85. After Plaintiff filed HR complaints against Defendants Ng, Brahms, and Gutierrez, Plaintiff observed that Defendant Ng continued in her regular role while Plaintiff remained isolated from colleagues following her complaint; Defendant Brahms retained control over Plaintiff's HR matters despite being the subject of his complaint; and Defendant Gutierrez continued to serve as the investigator of Defendant Ng's complaint against Plaintiff, despite also being the subject of Plaintiff's complaint.

Defendants' Interference with Plaintiff's Immigration Filings

86. Immigration law firm Gibney, Anthony & Flaherty, LLP ("Gibney") handled Citi employees' immigration matters, including Plaintiff's Green Card application and H-1B work authorization extension. Plaintiff's Green Card process had been actively pursued through Citi's sponsorship for nearly two years.
87. Plaintiff's H-1B nonimmigrant work authorization was set to expire January 3, 2023. His Green Card was expected in approximately February 2023, creating a potential gap in work authorization.
88. To bridge this gap, Gibney filed an H-1B extension before the January 3 expiration, providing Plaintiff interim work authorization through August 31, 2023.
89. On January 17, 2023, HR confirmed its knowledge that Plaintiff remained authorized to work through August 31, 2023.
90. On January 18, 2023, Gibney emailed Plaintiff regarding next steps for his Green Card, copying Defendant Ng.
91. On January 19, 2023, Plaintiff provided Citi HR immigration materials required for his pending H-1B work authorization extension. Between January 18 and January 30, 2023,

Plaintiff also provided Citi HR immigration materials required for his Green Card filing.

Upon information and belief, Defendants withheld the immigration materials Plaintiff had provided and failed to transmit them to Gibney, preventing the filings from proceeding.

Placement of Plaintiff on Unpaid Leave of Absence (LOA)

92. On January 24, 2023 — seven days after HR confirmed Plaintiff's valid work authorization through August 31, 2023 — Defendant Ng placed Plaintiff on unpaid leave of absence.
93. Plaintiff contacted HR three times seeking clarification. HR did not respond.
94. On January 25, 2023, Defendant Tasha Rivarde, on behalf of Citi HR, emailed Plaintiff, copying Defendant Ng, stating that he was placed on unpaid leave of absence (LOA) for lack of work authorization. In doing so, HR replied to an older email thread, omitting the January 17 correspondence confirming Plaintiff's valid work authorization.
95. When placing Plaintiff on unpaid LOA, Defendant Ng backdated the leave to January 3, 2023.
96. Under Citi policy, an employee on unpaid leave for 30 days due to work authorization issues can be terminated for "Unsatisfactory Work Authorization." Backdated to January 3, Plaintiff's 30-day period would expire on or about February 2, 2023 — approximately one week after he was placed on LOA — while Plaintiff was instructed to wait until HR

contacted him.

97. On January 25, 2023, Plaintiff escalated the matter to his managers at the time, Edward Smith and Irene Sanchez. Plaintiff learned they had been told that he had been working without valid work authorization.
98. On January 25, 2023, Plaintiff's Citi HR immigration partner confirmed again in writing that Plaintiff was authorized to work.
99. Notwithstanding this confirmation, Plaintiff remained on LOA.
100. On January 26, 2023, Plaintiff escalated the matter to HR senior management, including Defendant Melinda Martinez and her manager.
101. Defendant Ng removed Plaintiff from LOA only on January 27, after Plaintiff escalated to HR senior management on January 26.
102. On January 27, 2023, a Friday, Defendant Elizabeth Cate responded, moving Defendant Martinez and her manager to BCC. Defendant Cate attributed the LOA to a system delay and "misunderstanding." Her explanation did not address the January 24-25 emails in which HR explicitly notified Plaintiff he was placed on unpaid LOA for lack of work authorization.

103. On January 30, 2023, a Monday, Plaintiff escalated the matter again to his business management. His escalation was forwarded to Defendant Brahms. Defendant Brahms responded directly to Plaintiff, removed the text of his escalation email, dropped all other recipients, and repeated the same explanation Defendant Cate had provided.
104. On February 3, 2023, a Friday, Plaintiff's paycheck reflected the backdated LOA, resulting in considerably reduced pay.
105. Plaintiff escalated again directly to Defendant Brahms, copying his business managers at the time, Edward Smith and Irene Sanchez. In his email, Plaintiff retained Defendant Brahms' prior written explanation attributing the LOA to a system delay and attached the January 24–25 correspondence showing that Defendant Ng and HR had actively placed him on LOA — contradicting that written characterization.
106. On February 3, 2023, less than one hour after Plaintiff's email, Plaintiff was placed on administrative leave and disconnected from Citi's network.
107. After being disconnected, Plaintiff escalated the issue to two additional senior business managers, Scott Love and Heather Espinosa, via Gmail and LinkedIn. Defendant Brahms subsequently emailed Plaintiff, stating she understood he had "contacted several Citi employees" about his system access being "revoked under false pretense."

Suspension of Plaintiff's Green Card

108. In or around February 2023, Defendant Brahms informed Plaintiff that Citi was pausing his Green Card process indefinitely, citing Citi's Global Disciplinary Review Policy. Plaintiff had reviewed the Policy and found no provision that required suspension of immigration sponsorship during an investigation.
109. At the time Defendants suspended Plaintiff's Green Card process, Defendant Ng was also under HR investigation and also undergoing an employer-sponsored Green Card process through Citi.
110. Plaintiff was kept on administrative leave until April 27, 2023, when he was terminated for allegedly violating Citi's Anti-Harassment and Anti-Discrimination Policy.
111. At the time of Plaintiff's termination, his H-1B work authorization extension remained pending. The extension was employer-specific. Plaintiff's termination resulted in the loss of his pending application and his ability to maintain lawful work authorization, leaving him without legal ability to secure new employment.
112. On April 27, 2023, during a recorded Zoom call on which Plaintiff was terminated, Defendant Brahms reiterated that Plaintiff's Green Card process was paused because he was under HR investigation, citing Citi's Policy.
113. Plaintiff asked whether Defendant Ng — whom Plaintiff had reported to HR, and who was

also undergoing a Green Card process — had her Green Card process paused during the investigation. Defendant Brahms responded: "That's our policy. If someone is under a disciplinary review and we're in the middle of a Green Card, we would put that process on hold."

114. Plaintiff noted he had been working with Gibney attorneys on his Green Card through late January 2023, indicating the pause occurred then — four months after the investigation began in October 2022. Defendant Brahms responded that she did not know the exact date when Plaintiff's Green Card process was paused.

115. Upon information and belief, Defendant Ng's Green Card process was not paused during the investigation into Plaintiff's complaints against her.

116. Upon information and belief, Citi did not apply this "policy" uniformly. Although Defendant Brahms stated that Green Card processing would be placed "on hold" during a disciplinary review, Plaintiff's Green Card process was paused while Defendant Ng—who was also under HR scrutiny and undergoing an employer-sponsored Green Card process—was not subjected to the same pause. Plaintiff understood this disparate treatment as retaliatory and as further evidence that Defendants used the immigration process as leverage against him.

Proceedings and Outcomes

117. Throughout this period, Plaintiff provided Defendant Julie Abbott, Citi's Employee Relations representative, with documentation of Defendant Brahms' conduct, including the contradictory explanations for the LOA and the Green Card suspension. Defendant Abbott acknowledged receipt of the above facts.
118. In May 2023, Plaintiff filed a complaint against Citi with the Bureau of Law Enforcement of the New York City Commission on Human Rights (NYCCHR).
119. On July 28, 2023, Defendants Julie Abbott and Lauren Smith called Plaintiff and informed him that the investigation into Defendants Ng and Brahms had concluded and that they did not find any wrongdoing by Defendants Ng and Brahms.
120. In or around October 2023, after submitting its formal answer to NYCCHR, Citi terminated Defendant Jill Brahms' employment. Citi did not disclose to Plaintiff the reason for Defendant Brahms' termination.
121. On September 13, 2024, NYCCHR dismissed its investigation for administrative convenience pursuant to § 8-113(a), restoring Plaintiff's right to commence this action.

Post-Termination Consequences

122. After his termination, Plaintiff experienced severe financial hardship, including housing instability, multiple eviction notices, and reliance on a soup kitchen for meals for several

months.

123. Plaintiff was unable to continue supporting his family financially. The severity of this hardship ultimately forced Plaintiff to file for personal bankruptcy.

124. Plaintiff consulted independent immigration counsel, who advised that Plaintiff no longer had a viable employment-based path to permanent residency.

125. More than one year after his termination, Plaintiff re-obtained lawful work authorization. Plaintiff applied for and interviewed for positions in his field and received positive feedback regarding his qualifications. In multiple instances, prospective employers or recruiters ceased communications after proposing Citi-related engagements or requesting Citi-specific identifying information.

126. As a result, Plaintiff has been unable to secure comparable employment at similar seniority and compensation.

Emotional Distress and Family Separation

127. Plaintiff suffered severe emotional distress and depression as a result of Defendants' conduct, including the prolonged investigation, loss of employment, inability to obtain new employment, and destabilization of his immigration status.

128. Defendants' actions affecting Plaintiff's work authorization and permanent-residency sponsorship materially restricted Plaintiff's ability to travel and maintain family unity. As a result, Plaintiff was unable to see his family, including his daughter, for an extended period during her formative years.

DAMAGES

129. As a direct result of Defendants' conduct, Plaintiff has suffered substantial economic loss, emotional distress, and lasting harm to his career and immigration prospects.

130. Defendants interfered with Plaintiff's pending work-authorization extension by withholding specific immigration materials Plaintiff provided to Citi HR for transmittal to Citi's immigration counsel, Gibney, Anthony & Flaherty LLP ("Gibney"), which were required to complete and timely submit and/or maintain the extension filing. Defendants then terminated Plaintiff while the extension remained pending, causing Plaintiff to lose lawful work authorization and status before he could secure new employment. As a result, Plaintiff was prevented from lawfully working or porting to a new employer, directly causing severe financial hardship.

131. Plaintiff suffered severe financial hardship. After his termination, Plaintiff experienced housing instability, received multiple eviction notices, and—during a prolonged period of acute hardship—relied on soup kitchens as his primary source of meals for several months and on food pantries for a longer period. Plaintiff was unable to continue

supporting his family financially. After regaining partial financial stability, Plaintiff filed for personal bankruptcy to address debts incurred during this period. To this day, Plaintiff has not returned to his prior level of income.

132. Defendants interfered with Citi's sponsorship of Plaintiff's employment-based permanent-residency (Green Card) process by withholding required immigration materials Plaintiff provided to Citi HR for transmittal to Gibney. Plaintiff's Green Card process had been pending and actively pursued through Citi and Gibney for nearly two years. Defendants then terminated Plaintiff, ending Citi's sponsorship. As a result, Plaintiff lost the ability to complete and submit his pending permanent-residency application through Citi's sponsorship, was forced to abandon the two-year active immigration process, and remained in an unstable immigration status, materially impairing his long-term immigration prospects.

133. After his termination and loss of Citi's sponsorship, Plaintiff consulted independent immigration counsel regarding options to continue his employment-based permanent-residency process. Plaintiff was advised that he did not have a viable employment-based path, would need to pursue a fundamentally different immigration basis, and that his prospects for obtaining permanent residency were materially diminished.

134. After Plaintiff re-obtained lawful work authorization more than a year after his termination, Plaintiff applied for and interviewed for positions in his field and received positive feedback

regarding his qualifications. In multiple instances, however, prospective employers or recruiters ceased communications after proposing Citi-related engagements or requesting Citi-specific identifying information in connection with the hiring process. As a result, Plaintiff has been unable to secure comparable employment at similar seniority and compensation and has suffered ongoing loss of earnings and benefits and a diminution of earning capacity.

135. Plaintiff has suffered severe emotional distress and depression as a direct result of Defendants' conduct.

136. Defendants' actions interfering with Plaintiff's permanent-residency (Green Card) sponsorship destabilized Plaintiff's immigration situation and materially restricted his ability to travel and maintain family unity. As a result, Plaintiff was unable to see his family, including his daughter, for an extended period during her formative years.

CAUSES OF ACTION

(Pursuant to NYSHRL N.Y. Exec. Law § 297(9) and NYCHRL N.Y.C. Admin. Code § 8-502.)

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 and Aiding and Abetting)

137. Plaintiff repeats and realleges all prior paragraphs as if fully set forth herein.

138. Plaintiff is a member of a protected class and was qualified for his position at all relevant times.

139. As alleged herein, Defendants subjected Plaintiff to discrimination because of sex and/or gender, and to unlawful discriminatory harassment, thereby altering the terms, conditions, and privileges of Plaintiff's employment and creating a hostile, intimidating, and offensive working environment.

140. Defendant Ng, a similarly situated comparator—also under investigation and also undergoing an employer-sponsored Green Card process—was not subjected to Leave of Absence, Green Card suspension, or termination.

141. Defendant Citi knew or should have known of the discriminatory and harassing conduct and failed to take prompt and effective remedial action.

142. The Individual Defendants directly participated in the discriminatory conduct and/or aided and abetted the NYSHRL violations.

143. As a direct and proximate result, Plaintiff suffered damages, including severe economic hardship, housing instability, and food insecurity; damage to his career and professional reputation, including diminished future earning capacity; disruption of work authorization and immigration stability and impairment of immigration prospects; and severe emotional distress.

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. Plaintiff repeats and realleges all prior paragraphs as if fully set forth herein.

145. As alleged herein, Defendants treated Plaintiff less well than other employees, at least in part, because of sex and/or gender, including by subjecting him to unwelcome conduct

and disadvantaging, isolating, and undermining him at work.

146. Defendant Ng, a similarly situated comparator—also under investigation and also undergoing an employer-sponsored Green Card process—was not subjected to Leave of Absence, Green Card suspension, or termination.

147. Defendants' conduct was more than petty slights or trivial inconveniences.

148. Defendant Citi is liable for the discriminatory and harassing conduct of its employees and agents, pursuant to § 8-107(13).

149. The Individual Defendants directly participated in the unlawful discriminatory conduct and/or aided and abetted it.

150. As a direct and proximate result, Plaintiff suffered damages, including severe economic hardship, housing instability, and food insecurity; damage to his career and professional reputation, including diminished future earning capacity; disruption of work authorization and immigration stability and impairment of immigration prospects; and severe emotional distress.

151. Plaintiff is entitled to all relief available under the NYCHRL.

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. Plaintiff repeats and realleges all prior paragraphs as if fully set forth herein.

153. Plaintiff engaged in protected activity by opposing and reporting discrimination and harassment and by making internal complaints to HR and/or management.

154. Defendants knew of Plaintiff's protected activity.

155. After learning of Plaintiff's protected activity, Defendants retaliated against Plaintiff by taking actions that disadvantaged him and would deter a reasonable employee from complaining, including adverse changes to his working conditions; interference with his work authorization; interference with Citi's employment-based permanent-residency (Green Card) sponsorship process; and/or discipline and termination, as alleged herein.

156. Defendants' retaliatory actions were caused by Plaintiff's protected activity, as shown by timing, escalation, and retaliatory animus as alleged herein.

157. The Individual Defendants directly participated in, encouraged, facilitated, and/or failed to

prevent the retaliation and/or aided and abetted it, and Defendant Citi is liable for retaliation under the NYSHRL and, under the NYCHRL, pursuant to § 8-107(13).

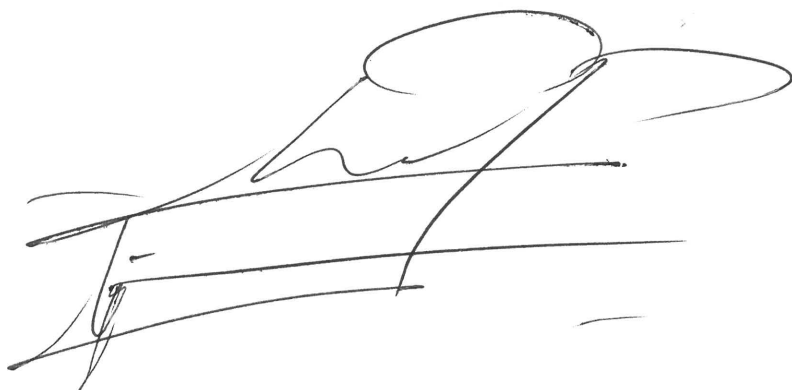
158. As a direct and proximate result, Plaintiff suffered damages, including severe economic hardship, housing instability, and food insecurity; damage to his career and professional reputation, including diminished future earning capacity; disruption of his work authorization and of Citi's employment-based permanent-residency (Green Card) sponsorship process, resulting in immigration-status instability and impairment of his immigration prospects; and severe emotional distress.

PRAYER FOR RELIEF

Plaintiff demands judgment against Defendants, jointly and severally, awarding: compensatory damages; back pay, front pay, and lost benefits; emotional-distress damages; punitive damages to the maximum extent permitted by law, in an amount sufficient to punish Defendants and to deter Defendants and others similarly situated from engaging in similar unlawful conduct; reasonable attorneys' fees and costs where available; pre- and post-judgment interest; injunctive and declaratory relief (including correction/expungement of records and appropriate policy and training relief); and such other relief as the Court deems just and proper. Plaintiff demands a trial by jury on all issues so triable.

Dated: March 8, 2026, New York, NY

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'AGHARZA F. MALIKOV'. The signature is written in a cursive, somewhat stylized font with several loops and flourishes. It is positioned above the typed name and contact information.

AGHARZA F. MALIKOV

Pro Se Plaintiff

Address: PO Box 20, New York, NY 10116

Phone: +1.347.286.3692

Email: malikov.legal@gmail.com

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

-----X
AGHARZA F. MALIKOV,

Plaintiff,

Index No. _____

- against -

VERIFICATION

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 AND JOHN DOES 1-10,

Defendants.
-----X

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, AGHARZA F. MALIKOV, being duly sworn, depose and say:

I am the Plaintiff in this action. I have read the foregoing Verified Complaint and know the contents thereof. The same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

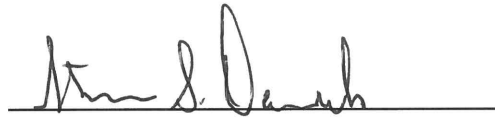


AGHARZA F. MALIKOV
Pro Se Plaintiff
Address: PO Box 20, New York, NY 10116

Phone: +1.347.286.3692

Email: malikov.legal@gmail.com

Sworn to before me this 8 day of March, 2026



Notary Public

STEVEN S. DANIELS
Notary Public, State of New York
No. 01-DA-6026576
Qualified in New York County
Commission Expires June 14, 2027