

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NEW YORK DISTRICT OFFICE**

_____X

Claimant,

- against -

THE CARLYLE GROUP INC.

Respondent.

_____X

**EEOC CHARGE
OF DISCRIMINATION:
NARRATIVE STATEMENT**

Claimant _____ hereby alleges the following against Respondent, The Carlyle Group, in support of her claims of discrimination and unlawful retaliation in violation of Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978, and by the Civil Rights Act of 1991, Pub. L. No. 102-166) (“Title VII”); the Americans with Disabilities Act of 1990 (“ADA”) 42 U.S.C. §§ 12101, *et seq.*, as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 (“ADAA”); the New York State Human Rights Law, New York State Executive Law, §§ 296 *et seq.* (“NYSHRL”); the New York City Human Rights Law, NYC Administrative Code §§ 8-107, *et seq.* (“NYCHRL”).

NARRATIVE STATEMENT OF MATERIAL FACTS

Preliminaries

1. At all relevant times hereto, Charging Party _____ (“Charging Party” or _____) has been a resident of the State of New York and the County of New York.

2. At all relevant times hereto, The Carlyle Group Inc. (“Respondent” or “Carlyle”) was and is a global investment firm maintaining its principal place of business at 1001 Pennsylvania Avenue NW, Suite 220 South, Washington, DC 20004.

3. At all relevant times hereto, Charging Party was an employee of Respondent, working at its New York City office, which is located at One Vanderbilt Avenue, Suite 3400, New York, NY 10017.

4. Upon information and belief, Respondent employs more than 2,000 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Charging Party is proceeding herein.

Material Facts

5. As will be shown herein, Charging Party is a highly-accomplished employee who was mercilessly discriminated against immediately after announcing her pregnancy.

6. On or about May 27, 2024, [REDACTED] began working as a Senior Analyst in Carlyle’s New York City office.

7. When negotiating her employment contract in April 2024, [REDACTED] was told by her supervisor, Ken Tidwell, and Carlyle’s internal recruiter, Jordan Wilson, that she would have no less than one (1) year to obtain her Series 7 and 63 Licenses (“Licenses”).

8. In fact, Carlyle’s job posting for [REDACTED] position did not include a license requirement.

9. Despite being told she would have a full year to obtain her Licenses, [REDACTED] proactively scheduled and sat for the Securities Industry Essentials (SIE) Exam on September 12, 2024, a requirement for her to obtain her Licenses, demonstrating her dedication to her job and compliance with licensing requirements.

10. Unfortunately, during this September 2024 exam, a power outage occurred, causing the testing systems to shut down and restart mid-exam.

11. This interruption likely impacted [REDACTED] performance and final exam score, through no fault of her own.

12. Following the disruption, the exam administrator, Prometric, directed [REDACTED] [REDACTED] to inform her employer about the incident and to inform FINRA to receive a case number related to this power outage.

13. That same day, after the unforeseen technical issues, [REDACTED] received notice that she had not passed the SIE Exam.

14. On September 25, 2024, [REDACTED] promptly informed Anna Evashavik, who served as Carlyle's designated Human Resources and Compliance representative responsible for managing [REDACTED] licensing and exam scheduling, regarding the testing disruption and shared the case number (2709951) provided by FINRA, via Microsoft Teams.

15. On November 4, 2024, showing continued commitment and perseverance, [REDACTED] [REDACTED] re-took the SIE Exam.

16. At the time of this second SIE Exam on November 4, 2024, [REDACTED] was pregnant.

17. In November 2024, [REDACTED] was experiencing severe morning sickness, a common and often debilitating pregnancy symptom, and requested to bring basic items to help manage her condition during the exam, such as water and ginger chews. However, she was denied these reasonable accommodations.

18. On November 4, 2024, [REDACTED] was informed that she had not passed the November 2024 Exam.

19. [REDACTED] pregnancy was medically confirmed on November 8, 2024, following an earlier appointment on October 25, 2024, and subsequent bloodwork.

20. While she continued to experience morning sickness, on December 10, 2024, [REDACTED] took the SIE Exam for a third time, continuing to show her dedication to meeting the requirements of her role despite her ongoing challenges.

21. However, on December 10, 2024, [REDACTED] was informed that she had not passed the December 2024 exam.

22. On December 11, 2024, [REDACTED] spoke with her supervisor, Ken Tidwell, and shared that she had not yet passed the SIE Exam, despite three attempts.

23. Mr. Tidwell was supportive and reassured [REDACTED] that he would explore all options available and that they would reconnect after the holidays.

24. Shortly after this conversation, [REDACTED] had a verbal discussion with Linda Ifabanwo, a Human Resources representative, during which she confided that she had been feeling physically unwell because she was in the early stages of pregnancy.

25. [REDACTED] specifically asked Ms. Ifabanwo to keep this information confidential because it was still so early in her pregnancy, she was not ready to share the news publicly yet.

26. In response, Ms. Ifabanwo stated that [REDACTED] pregnancy was “not for [her] to know” and “not for them to discuss,” referring to it as [REDACTED] “issue” and acknowledging it was confidential.

27. On January 7, 2025, [REDACTED] had a follow-up conversation with Mr. Tidwell via Microsoft Teams regarding their prior December 11, 2024 discussion.

28. During this meeting, Mr. Tidwell praised [REDACTED] performance, describing it as “excellent,” and stated she would be a “great long-term employee.”

29. Mr. Tidwell further reassured [REDACTED] that, after speaking with the compliance and legal departments, even though she had not yet passed the SIE Exam, she would “not have to worry about a new job.”

30. Mr. Tidwell also informed [REDACTED] that he had spoken with Jeff Nedelman, his own supervisor and the Global Head of Client Business at Carlyle.

31. According to Mr. Tidwell, Mr. Nedelman agreed that creating a new role for [REDACTED], with some modifications from her current position which required the Licenses, was acceptable.

32. [REDACTED] was not yet given a specific new title at that time; she was told those details were still being finalized and that HR would follow up with her.

33. Mr. Tidwell explained that Carlyle planned to assign the required license responsibilities to another team member, which would allow [REDACTED] to remain in her role, in which she was excelling, with minor changes.

34. At the conclusion of that conversation, feeling supported, [REDACTED] shared the news with Mr. Tidwell that she was pregnant.

35. Following the meeting, Mr. Tidwell messaged [REDACTED] stating: “I won’t share your good news with Isabel [de Prado] nor Luis [Malave]; I’ll let you tell them.”

36. On February 7, 2025, a month after [REDACTED] announced her pregnancy, she had a meeting with Ms. Ifabanwo and Mr. Tidwell.

37. [REDACTED] entered the meeting under the impression that it was the long-promised follow-up where HR would discuss next steps for her transition into the new role she had previously discussed with Mr. Tidwell.

38. Instead, [REDACTED] was blindsided. She was told she was being terminated for not having obtained her dealer's license, despite previous assurances and the plan to reassign licensing responsibilities.

39. During this termination meeting, Ms. Ifabanwo suggested that, "because of [her] personal situation," [REDACTED] could explore applying to other internal positions.

40. Although shocked and deeply concerned by the sudden change, [REDACTED] took Ms. Ifabanwo at her word that [REDACTED] would be seriously and fairly considered for these other internal positions. Therefore, [REDACTED] did not apply to positions outside of Carlyle based on Ms. Ifabanwo's representations.

41. However, it eventually became clear that now that she had shared the news of her pregnancy, Carlyle had no intention of retaining [REDACTED] as an employee, even in a position for which she was over-qualified.

42. On February 10, 2025, [REDACTED] met with Ms. Ifabanwo via Zoom to discuss the possibility of transitioning into an Executive Assistant ("EA") role on Peter Mackie's team.

43. On February 13, 2025, Emily Carey, from Carlyle's Talent Acquisition team within Human Capital Management, emailed [REDACTED] to confirm she was scheduled to complete an EA case study and provided instructions.

44. That same day, [REDACTED] completed the case study and promptly emailed it to Ms. Carey, noting that there was an error in the agenda but confirming that the case study was attached.

45. On February 24, 2025, [REDACTED] was informed by Ms. Carey in an e-mail that Respondent would not be moving forward with her candidacy "since [Carlyle does not] have an EA opening."

46. Soon after, [REDACTED] reached out to Ms. Ifabanwo and informed her that Ms. Carey had just told her the EA position no longer existed.

47. Ms. Ifabanwo also told [REDACTED]: “I dont know why they told you that, let me reach out to Janessa Jussen, Associate Vice President, Executive Assistant Operations at the Carlyle Group.”

48. However, shortly thereafter, Emily Carey reached out to [REDACTED] to schedule an in person interview with Peter Mackie on March 4, 2025 which [REDACTED] attended believing she still had a chance of being hired in the role.

49. During the interview, Peter Mackie told [REDACTED] that he remembered what it was like having a wife who was pregnant and expressed that he was fully supportive of [REDACTED] joining his team.

50. Mr. Mackie further stated that he would inform Janessa Jussen, a Vice President at Carlyle who manages the hiring for all executive assistants, that he would be “happy” and is “on board to have [her] on the team.”

51. However, Ms. Ifabanwo blind-sided [REDACTED] yet again on March 20, 2025 by abruptly informing her that Carlyle would not be proceeding with her candidacy for the EA position.

52. While awaiting a response regarding the Executive Assistant role, [REDACTED] also pursued another internal opportunity within Carlyle, an Events Lead position with the Global Wealth team.

53. As part of that process, she met with members of the Global Wealth team, Rebecca Thran, Head of Marketing for Global Wealth, and Megan Chase, the internal hiring recruiter, the week of February 24.

54. [REDACTED] then met with Catherine Mazzoni, Head of Operations at Corporate Communications, on March 3, 2025.

55. [REDACTED] was later informed by Ms. Mazzoni that further interviews would be delayed for two to three weeks due to the travel schedules of additional team members.

56. On March 5, 2025, during this interim period, Mr. Tidwell provided [REDACTED] with a written recommendation, emailing Ms. Mazzoni that [REDACTED] was “an extremely hard worker, conscientious, proactive, extremely pleasant to work with, and great with our clients.”

57. That same day, Ms. Mazzoni emailed back that she could see [REDACTED] “dedication to [Mr. Tidwell’s] team and her current role,” and that [REDACTED] has “an interesting background having some event experience previously.”

58. Ms. Mazzoni also confirmed that she intended to have [REDACTED] meet with others that are a part of the recruiting process for the Events Lead position.

59. However, despite this positive feedback and before she was even able to complete the interview process or meet the full Global Wealth team, [REDACTED] was blind-sided for the third time in less than two months when she was suddenly informed by Ms. Chase on March 27, 2025, that she was no longer being considered for the Events Lead role.

60. On or about March 31, 2025, Armando Rabassa was added to [REDACTED] team as an analyst, effectively replacing [REDACTED], as her team only consisted of three (3) other individuals, including Mr. Tidwell.

61. No one communicated this change to [REDACTED] directly. She only became aware of Mr. Rabassa’s addition when she noticed he had been looped into internal team emails.

62. Despite the circumstances, [REDACTED] remained professional and trained Mr. Rabassa for approximately two weeks to help him get up to speed.

63. On April 1, 2025, Ms. Ifabanwo informed [REDACTED] that her last day working at Carlyle would be April 11, 2025.

64. On April 10, 2025, just one day before her final day at Carlyle, [REDACTED] had a phone call with Ms. Ifabanwo, during which she was informed that Mr. Tidwell had inquired about severance on her behalf as he felt that as a pregnant woman, [REDACTED] required healthcare for her and her child.

65. However, Carlyle callously declined to even offer [REDACTED] any severance, citing “a risk and equitable perspective.”

66. Based on the foregoing, the evidence is clear that [REDACTED] termination, which was implemented exactly a month after she gave notice to Carlyle that she was pregnant, is discrimination and retaliation in violation of Title VII; the ADA, NYSHRL, and NYCHRL.

67. This discriminatory and retaliatory conduct has inflicted profound harm on [REDACTED] career, health, and overall well-being, stalling her professional growth and causing lasting emotional damage.

68. As a result of Respondent’s actions, Charging Party’s career is not only at a standstill but she feels extremely degraded, victimized, embarrassed, and emotionally distressed.

69. Respondent’s actions have been malicious, willful, outrageous, and done with full knowledge of their unlawful nature.

70. Respondent’s flagrant disregard of the above-referenced laws evidences a pattern and practice of discrimination and retaliation that falls squarely within the EEOC’s investigatory

and enforcement statutory mandates to investigate, and enforce prohibitions against, discriminatory conduct in the workplace.