

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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NICHOLAS PEZAS,

Plaintiff,

COMPLAINT

against

JURY TRIAL DEMANDED

JACOBS PROJECT MANAGEMENT CO.,

Defendant.

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Plaintiff, Nicholas Pezas (“Mr. Pezas”), by and through his attorneys, Filippatos PLLC, hereby complains of Defendant Jacobs Project Management Co. (“Jacobs” or the “Company”), upon personal knowledge, as well as on information and belief, by alleging and averring as follows:

NATURE OF THE CASE

1. Mr. Pezas brings this action seeking redress against his former employer, Defendant Jacobs, for unlawfully retaliating against him in violation of the whistleblower retaliation provisions of New York Labor Law (“NYLL”) § 740. Jacobs’s reprehensible treatment of Mr. Pezas, a former Director of Construction, was a direct response to his engagement in protected activity by reporting serious New York City Department of Buildings (“DOB”) violations, workplace harassment, and direct conflicts of interest. Instead of addressing the regulatory violations, the hostile work environment, Jacobs blatantly retaliated against Mr. Pezas and terminated his employment, not once, but twice in a period of less than a year!

2. Accordingly, Mr. Pezas brings this action to seek redress against Jacobs for violating his rights under NYLL § 740 and demands all remedies available in law and equity.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) as Plaintiff and Defendant are citizens of different States and the amount in controversy exceeds \$75,000.

4. Venue is proper in this district pursuant to 28 USC §1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district, and one of Defendant’s locations – namely, the location in which Plaintiff worked – resides within New York.

PARTIES

5. Plaintiff Nicholas Pezas is, and at all times relevant hereto has been, a resident of the State of Connecticut.

6. Defendant Jacobs Project Management Co. is a corporation engaged in construction, technical, and engineering services, with its principal place of business in 1999 Bryan Street, Suite 3500, Dallas, Texas, 75201-3136.

7. Defendant is part of Jacobs Solutions Inc., a globally recognized construction, technical, and engineering company, maintaining a regional (North America) operations’ management office at One Penn Plaza 24th Floor, Suite 2400, New York, NY 10119.

8. At all times relevant hereto, and to date, Defendant has operated construction management services in New York, including projects for the New York City Housing Authority (“NYCHA”), Nassau Community College (“NCC”), as well as other public agencies.

9. At all times relevant hereto, Plaintiff was an employee of Defendant, holding positions including Senior Project Manager, Construction Management Project Manager, and Director of Construction.

MATERIAL FACTS

I. Mr. Pezas's Illustrious Career and Hiring by Jacobs

10. Mr. Pezas joined Jacobs on December 13, 2021 as an experienced Senior Project Manager with over thirty (30) years of global experience, leading various multimillion technical, and construction projects.

11. Mr. Pezas earned a Bachelor of Science in Electrical Engineering, and a Master of Science in Electrical Engineering from California State University, Long Beach.

12. Prior to joining Jacobs, Mr. Pezas held positions as Project Engineer at Northrop Corp., Field Systems Manager at Hughes Aircraft Co., Managing Director and Partner at Ergon Consulting & Systems S.A. (an Engineering and Management Consultancy offering expert services to multi-billion European public agencies, regulators, and private corporations in Europe), COO and Partner at Ergon Systems Overseas, Ltd., Program Manager at Sea Breeze G.C., Inc., and Senior Construction Project Manager at C&L Contracting Corp.

13. Mr. Pezas has also served as Owner of SMTM Consulting, LLC since 2015, offering services as an Owner's Representative overseeing construction projects in New York City.

14. Mr. Pezas was hired by Gus Xenakis, Vice President of Jacobs, as the Construction Management Project Manager (III) for the NYCHA project with a starting salary of \$170,000.

15. Mr. Pezas's primary responsibilities included leading construction of ventilation projects in mid- and hi-rise buildings across NYC under a \$500M NYCHA Action Plan, including managing Waste Yards' Renovation Programs, and overseeing design and construction projects with budgets exceeding \$140M.

16. Mr. Pezas's dedication and strong performance quickly garnered positive feedback from management, including strong performance evaluations in 2022 and 2023 that both resulted in salary raises.

17. On February 5, 2024, Mr. Pezas was reassigned by Jacobs, as Director of Construction at Nassau Community College (NCC) in Long Island, New York, where he was responsible for directing a team of six project managers, overseeing over 22 active renovation and infrastructure projects with a budget of \$300M, and managing projects for over 52 operational buildings.

18. Mr. Pezas consistently met deadlines and was on budget, all while maintaining zero major safety incidents.

19. In 2024 and while at NCC, due to his excellent performance Mr. Pezas received once again a positive performance evaluation that resulted in yet another salary raise.

II. Mr. Pezas Reports DOB Violations and Faces Retaliation

20. Soon after Mr. Pezas began working at Jacobs on the NYCHA project in January 2022, he realized there were numerous violations of code, rules and regulations that the Company was unwilling to acknowledge or correct.

21. During this time period, Mr. Pezas reported to Sean Green, Senior Project Manager, and Robert Fundis, Program Manager, and at a later time period he reported to Peter Caravousanos, Program Manager.

22. Mr. Caravousanos joined Jacobs in April 2024 and later replaced Robert Fundis.

23. When supervising the Ventilation Project, Mr. Pezas realized how management consistently acquiesced to NYCHA's resistance to regulatory compliance rather than insisting on proper DOB compliance, despite public knowledge that the Jacobs \$500M contract was an effort by NYCHA's Executive Management to demonstrate to the Department of Housing and Urban

Development (“HUD”) that it was addressing its widespread issues such as false certifications of inspections and the general culture of mismanagement.

24. Time and time again, Mr. Pezas raised violations with Jacobs’ management, including but not limited to: (1) Failure to comply with DOB requirements to have a licensed engineer review/respond to Requests for Information and review/sign off on Submittals by contractors; (2) Providing review, approval, and/or re-design for replacement, or modification, of inappropriate fans on building roofs, so that a company favored by a NYCHA manager could be the Engineer of Record, despite not being registered in New York State in that capacity; (3) Installing power adjusting devices that had not been reviewed, or approved by a licensed Professional Engineer, which could potentially be fire hazards to NYCHA’s mid-and high rise buildings.

25. Jacobs’ management was aware, or should have been aware, of these violations based on their own knowledge of their client’s conduct and Mr. Pezas voicing his concerns to them.

26. Rather than investigating the violations Mr. Pezas reported, Jacobs’ management transferred Mr. Pezas from the Ventilation Project to the Waste Yards Project---an action that highlighted the Company’s pattern of sidelining employees who raised legitimate safety and regulatory compliance concerns.

27. After Mr. Pezas was transferred to the Waste Yards Projects, he was subjected to a hostile environment created by his manager, Mr. Caravousanos, who would frequently use offensive speech towards his subordinates if they had differing opinions than him.

28. Upon information and belief, Mr. Caravousanos lacked comprehensive knowledge regarding the Company’s clients and his actions often led to Jacobs being exposed to liability since his decisions conflicted with both NYCHA’s and Jacobs’s standards of procedures.

29. Mr. Pezas reported NYCHA's misconduct that he observed in the operation of the Waste Yards Project to Mr. Caravousanos, but he was ignored yet again.

III. Company Retaliates Against Mr. Pezas for Raising Legitimate Concerns About Flawed NYCHA Procedures

29. When the Company enacted a newly implemented NYCHA Stakeholder Engagement Activity Standard Operating Procedure ("SOP"), Mr. Pezas noticed that the SOP was riddled with contradictions, logical flaws, and had a lack of clarity.

30. The SOP assigned identical responsibilities to two separate parties without establishing coordination protocols, creating significant potential for conflicting methodologies, reduced efficiency, and accountability gaps.

31. Despite Mr. Caravousanos being aware of these structural flaws and despite Mr. Pezas's complaints to him, Mr. Caravousanos failed to rectify these issues.

32. Mr. Caravousanos also indicated to Mr. Pezas that he did not intend to meet with the associated NYCHA Departments prior to implementing the SOP.

33. On September 19, 2023, Mr. Pezas had to proceed with the planned External Stakeholders' Engagement meeting (SE meeting) as per Mr. Caravousanos's directive, despite Mr. Caravousanos's failure to remedy the identified discrepancies with the SOP.

34. In the SE meeting, many NYCHA stakeholders expressed their frustration that Jacobs did not prepare them to discuss the topics presented in the meeting, despite having been sent an Agenda for the meeting.

35. Following the meeting, NYCHA's stakeholders made complaints to the highest levels of NYCHA.

36. On September 20, 2023, Mr. Xenakis, Vice President of Jacobs, informed Mr. Pezas that NYCHA had requested Mr. Pezas's removal from the team.

37. On September 21, 2023, Mr. Caravousanos announced in a meeting with other Jacobs colleagues that Mr. Pezas would be transitioning to another Jacobs project at NCC, although this project was not yet awarded to Jacobs at the time.

IV. Mr. Pezas Files Internal Complaints and Faces Further Retaliation

38. Disconcerted by management's efforts to silence Mr. Pezas and the retaliation he began facing, Mr. Pezas filed an official complaint to Jacobs's Human Resources on or around September 29, 2023, which was escalated to the legal department within a few weeks. ***See Exhibit A, Whistleblower Complaint to Jacobs Human Resources.***

39. On October 3, 2023, he received a letter from the Company stating that he was being placed on a Company Convenience Leave of Absence effective October 14, 2023, in a clear act of retaliation which prevented him from performing any job-related duties.

40. On October 7, 2023, Mr. Pezas sent a detailed list of documents and explanations regarding how the NYCHA Stakeholder's Engagement SOP was causing issues for Jacobs and NYCHA and that Mr. Caravousanos's negligent handling of the SOP had ultimately caused Mr. Pezas's removal from the NYCHA team, despite Mr. Pezas's efforts to rectify these issues to no avail. ***See Exhibit B, NYCHA SOP Issues Documentation.***

41. In or around November 2023, Mr. Pezas finally received a response from HR, and they asked him whether he had written evidence regarding his complaints. Mr. Pezas provided HR with the requisite information, however, to Mr. Pezas's shock, he was subjected to further retaliation.

42. In January 2024, when Mr. Pezas called HR about the status of his September 29, 2023 complaint, they simply said that “corrective measures” had been taken and said nothing further.

V. **Mr. Pezas’s Assignment to NCC and Continued Retaliation**

43. On February 5, 2024, Mr. Pezas started his new assignment with Jacobs at NCC Department of Design and Construct (“DDC”) as a Director of Construction to assist Acting Assistant VP Robert Jarocki.

44. Soon after joining this Department, Mr. Pezas learned that the DDC was being run poorly with significant operational inefficiencies.

45. Upon information and belief, the DDC had operated for decades without formal procedural guidelines.

46. Mr. Pezas first identified a significant communication gap, which manifested most prominently in the department’s centralized Excel tracking system, which was developed to monitor county funding, budgets, expenditures, and contracts.

47. The project managers could not follow the tracking system because it used non-representative terminology and mixed data from various sources without timestamps of updates, or timestamps of individuals’ access.

48. As a result of the confusing centralized spreadsheet that was treated as a database, employees were operating based on their own procedures, causing further communication gaps and operational inefficiencies.

49. Mr. Pezas tried to create standardized procedures for the whole department, including standardized checklists to accompany different types of payment claims, etc., but he faced backlash from project managers who refused to change the status quo.

50. The leadership team did not inform the project managers that they -- with the help of Mr. Pezas and Paul DeSilva, Director of Design -- were tasked with establishing guidelines and rules of operation.

51. In May 2024, Mr. Jarocki asked Mr. Pezas and Mr. DeSilva to generate and provide schedules for DDC projects to the NCC administration immediately.

52. Both Mr. Pezas and Mr. DeSilva were surprised at what the request implied – i.e., schedules were nonexistent, projects had not been monitored up until that point, and periodic schedules had not been submitted, despite this being standard practice in the industry.

53. To effectively complete their job, Mr. Pezas and Mr. DeSilva attempted to extract more details from Mr. Jarocki to understand his expectations. However, his responses revealed that both the DDC and Mr. Jarocki himself had very little understanding of what exactly needed to be monitored regarding schedules. As a result, projects had not been properly tracked—if at all—and were therefore open-ended, behind schedule, and over budget. Additionally, upon information and belief, no one within the NCC was held accountable, nor were any professional consultants held accountable, including construction management firms, architect/engineer (“A/E”) design firms, or contractors.

54. Mr. Jarocki did not provide a clear idea regarding the format he wanted the schedules in or what dates to include, which seemed to demonstrate his profound lack of knowledge in the subject matter.

55. When Mr. Pezas asked project managers if they had any information that he could collect and tabulate about the project they had been managing, Mr. Jarocki scolded Mr. Pezas and accused him of evading the work.

56. Mr. Pezas not only had to create schedules for the projects that were currently in design or construction -- a task beyond his designated role -- but also had to do so for over 50 previous projects for which he had little to no information about, since these were no longer active (for instance, they were either finished or abandoned).

57. Mr. Pezas was given unreasonably tight deadlines to process more than 80 claim payments from claims that had been pending review for months before he joined DDC, many of which were being claimed by contractors a year later than when they had completed the relevant work. As a result, Mr. Pezas had to deal with discontinuities in accountability, since many of the individuals involved (including the signing Project Managers) were no longer in place to provide information as to why these payments were not approved and processed within 30 days from the time the corresponding work was performed.

58. Instead of commending Mr. Pezas's hard work, Mr. Jarocki sent Mr. Pezas derogatory emails about "kicking down the bucket" on assigned tasks and would often yell at Mr. Pezas in front of colleagues, saying "you are failing," "you need to wrap it up," and "you cannot perform your job."

59. Mr. Pezas complained to Mr. Xenakis regarding the way Mr. Jarocki was mistreating him.

60. Mr. Pezas had also observed other employees (such as the Director of Design and the Capital Coordinator) being given more leniency with their hours and work-from-home privileges.

61. Throughout his tenure at DDC, Mr. Pezas felt like the workload was being distributed unequally and unfairly and that he was being set up to fail.

62. On July 25, 2024, Mr. Jarocki forwarded an email to Mr. Pezas directing him to handle a project for the VP of Facilities.

63. Mr. Pezas was perplexed why he alone received this assignment rather than having it shared with the Director of Design, as established protocol dictated.

64. Concerned about the persistent imbalance in departmental workload distribution, Mr. Pezas contacted Mr. Xenakis to discuss the responsibilities and deliverables for both him and the Director of Design.

65. However, Mr. Xenakis responded, claiming uncertainty about the location of the document outlining their responsibilities and questioning Mr. Pezas's motives for the inquiry.

66. On August 20, 2024, Jacobs's [this time in its capacity as a Construction Manager ("CM")] unresponsiveness to consecutive emails sent by a collaborating Contractor from August 7, 2024, caused an escalation by the latter to Mr. Jarocki. *See Exhibit C, VRD Contractor Escalation Emails.*

67. Mr. Pezas provided Mr. Jarocki with the necessary information to address the issue appropriately.

68. The following day, for the same project that Jacobs was supposed to handle as the Construction Manager ("CM"), design firm NV5 (another entity in the aforementioned project) escalated communications regarding their payment to NCC, as DDC was attempting to negotiate a reduced claim amount based on the assessment of the Director of Design.

69. Although Mr. DeSilva, as Director of Design, was responsible for handling design firm claims, he was absent from the office at the time of the call.

70. Rather than investigating the situation or offering assistance, Mr. Jarocki sent Mr. Pezas an email scolding him for not resolving the situation instead of inquiring about what was

going on and offering to help. This pattern of blaming Mr. Pezas for systemic communication failures (of Jacobs as a CM) is further evidenced by similar incidents involving project closeout delays. *See Exhibit D, Project Closeout Communication Failures.*

71. Once again, DDC's shortcomings were attributed to Mr. Pezas, and only Mr. Pezas, although they belonged consistently to the Jacobs team offering services as a CM, and/or to the Director of Design.

72. Mr. Pezas forwarded the email thread to Mr. Xenakis for advice and assistance on how to deal with Mr. Jarocki.

73. However, instead of communicating to Mr. Jarocki that Mr. Pezas was not responsible for handling design claims (since those fall under the responsibility of the Director of Design, Mr. DeSilva), nor was he responsible for the non-performance of the Jacobs team executing the Construction Management contract, Mr. Xenakis allowed Mr. Jarocki to continue misplacing blame on Mr. Pezas. Moreover, this arrangement effectively placed Mr. Pezas in an obvious conflict of interest: as Director of Construction, he could clearly identify and expose Jacobs' shortcomings in their role as Construction Manager. However, doing so would place Mr. Pezas in direct conflict with Mr. Gus Xenakis (and ultimately Jacobs) who was responsible for overseeing the Jacobs CM team.

74. On August 22, 2024, Mr. Jarocki walked into Mr. Pezas's office early in the morning and launched a verbal attack on Mr. Pezas, shouting humiliating insults with the office door open, exposing the incident to the entire office. Similar derogatory treatment by Mr. Jarocki is documented in email communications. *See Exhibit E, Documentation.*

75. Subsequently, Mr. Pezas emailed Mr. Xenakis about this verbal attack, but Mr. Xenakis minimized the incident and disregarded how Jacobs's (as a CM) underperformance and

Mr. Jarocki's delegation of issues to Mr. Pezas contributed significantly to the undue pressure Mr. Pezas was experiencing.

76. In the months that followed, Mr. Jarocki continued to target Mr. Pezas.

77. On October 10, 2024, Mr. Jarocki emailed Mr. Pezas expressing apparent disappointment regarding Mr. Pezas's work on a tracking spreadsheet and once again made degrading remarks about Mr. Pezas's work.

78. Mr. Pezas again emailed Mr. Xenakis the same day and complained yet again about Mr. Jarocki's behavior.

79. When Mr. Xenakis requested details about the spreadsheet in question, Mr. Pezas explained that it was an unwieldy document personally developed by Mr. Jarocki over a decade ago and used as a database/Excel workbook. This description was further supported by the fact that the VP of Facilities was so dissatisfied with the Excel spreadsheet that he personally suggested and approved a budget for a known A/E design consultant to address the issue. The consultant was tasked with decoding the spreadsheet's functionality and creating software that could produce the desired outcomes in a proficient, credible, and reliable manner.

80. The spreadsheet used nomenclature that only made sense to Mr. Jarocki, and entries were not time-stamped so tracking sources of data and errors were both difficult, and making decisions or recommendations based on it highly risky.

81. Mr. Pezas conveyed to Mr. Xenakis that regardless of the spreadsheet issues, he found it exceedingly difficult to work effectively when Mr. Jarocki constantly criticized him without communicating clear expectations.

82. Mr. Pezas therefore informed Mr. Xenakis of his intention to contact NCC's Human Resources department regarding the mistreatment he had been experiencing by Mr. Jarocki.

83. In response, Mr. Xenakis notified Mr. Pezas that he would be in Chicago for the remainder of the week and early into the following week and based on this Mr. Xenakis requested that Mr. Pezas delay action until October 16, 2024, when he would return to address the issue in person.

84. Mr. Xenakis also called Mr. Pezas to ensure that Mr. Pezas would refrain from reporting this matter to NCC's Human Resources before Mr. Xenakis returned from Chicago.

VI. Mr. Pezas's Unlawful Termination

85. First thing in the morning on October 17, 2024, the day after Mr. Xenakis returned from Chicago, Mr. Xenakis knocked on Mr. Pezas's office door with Mr. Pezas's termination letter in one hand and his cell phone on speaker with Jacobs's HR representative Leann Madsen in the other.

86. Ms. Madsen told Mr. Pezas to leave all Jacobs and/or NCC belongings on his desk, including keys, laptop, badge, etc., and told him he would be escorted outside the building's doors by Mr. Xenakis.

87. In a degrading manner, Mr. Xenakis told Mr. Pezas that he wanted Ms. Madsen to remain on speaker so she could hear him follow the process.

88. Mr. Pezas followed the instructions and was escorted by Mr. Xenakis to the building's nearest exit.

89. The termination letter, signed by Mr. Xenakis, stated, in part, that "On October 10, 2024, Jacobs received notice from our client, the NCC Department of Design and Construction, requesting your removal from the project citing you not meeting the expectations of your role. Due to the client's request for your removal from the project and the absence of other available projects

where to reassign you, the Company is terminating your at-will employment effective immediately.”

90. Mr. Pezas was not only shocked at his termination but also the public humiliation, this time at the hands of Mr. Xenakis and HR who required that he be immediately escorted out of the building.

91. Not coincidentally, the very same day Jacobs received the notice from Mr. Jarocki that he no longer wanted Mr. Pezas on his team was the same day that Mr. Xenakis pressured Mr. Pezas to wait until he returned from Chicago before reporting Mr. Jarocki’s mistreatment to HR.

92. Therefore, Mr. Pezas was never given a chance to express his concerns to HR, or anyone other than Mr. Xenakis, for that matter.

93. Instead, he was summarily dismissed and required to immediately leave the premises, as if he had done something wrong.

94. However, what this sequence of events makes clear is that Mr. Pezas’s termination was retaliation for not only his complaints about Mr. Jarocki’s wrongdoing but also his attempts to hold Jacobs accountable for its blatant violations of the law.

95. As a result of the foregoing, Mr. Pezas has been unlawfully retaliated against in violation of NYLL § 740 and has suffered loss of rights, and loss of income and earnings.

FIRST CAUSE OF ACTION

UNLAWFUL WHISTLEBLOWER RETALIATION UNDER NEW YORK LABOR LAW § 740

96. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint as if fully set forth herein.

97. New York Labor Law § 740(2) provides that: “An employer shall not take any retaliatory action against an employee, whether or not within the scope of the employee’s job

duties, because such employee does any of the following: (a) discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer that the employee reasonably believes is in violation of law, rule or regulation or that the employee reasonably believes poses a substantial and specific danger to the public health or safety; (b) provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any such activity, policy or practice by such employer; or (c) objects to, or refuses to participate in any such activity, policy or practice.”

98. New York Labor Law § 740(3) provides that the protection against retaliatory action shall not apply to an employee “unless the employee has made a good faith effort to notify his or her employer by bringing the activity, policy or practice to the attention of a supervisor of the employer and has afforded such employer a reasonable opportunity to correct such activity, policy or practice.”

99. Plaintiff is an “employee” within the meaning of NYLL § 740(1)(a).

100. Defendant is an “employer” within the meaning of NYLL § 740(1)(b).

101. As alleged herein, Plaintiff first complained about the DOB violations and safety concerns to Jacobs’s management and exhausted internal remedies within the Defendant company before and while continuing to report violations.

102. As alleged herein, Plaintiff engaged in conduct protected from retaliatory actions within the meaning of NYLL § 740 by reporting DOB code violations, workplace harassment, and unsafe practices that posed substantial and specific dangers to public health and safety.

103. As alleged herein, Defendant, as Plaintiff’s employer, engaged in unlawful retaliation against Plaintiff by taking adverse actions resulting in discrimination, harassment,

hostile work environment, placement on leave, transfer, and the termination of Plaintiff's employment.

104. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including but not limited to economic and pecuniary losses (past and future) -- such as lost income, salary, benefits, bonuses, and other compensation that his employment entailed; severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

105. Accordingly, as a result of Defendant's unlawful conduct, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available under this law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests a judgment against the Defendant:

- A. Declaring that Defendant engaged in unlawful retaliation prohibited by New York Labor Law § 740;
- B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendant's unlawful and willful conduct and to otherwise make Plaintiff whole for any losses suffered as a result of such employment practices;
- C. Awarding Plaintiff compensatory damages for mental, emotional and physical injury, distress, pain and suffering and injury to his reputation in an amount to be proven;
- D. Awarding Plaintiff punitive damages;
- E. Awarding Plaintiff attorneys' fees, costs, disbursements, and expenses incurred in the prosecution of this action; and

Awarding Plaintiff such other and further relief as the Court may deem equitable, just and proper to remedy the Defendant's unlawful employment practices.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: July 23, 2025

New York, New York



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