

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

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MARIA GIRON-LASKOWSKI

Case No.: 26-3293

Plaintiff,

COMPLAINT

- against -

JURY TRIAL DEMANDED

THE CARLYLE GROUP INC.,

Defendant.

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Plaintiff, Maria Giron-Laskowski (“Plaintiff” or “Mrs. Giron-Laskowski”), by her attorneys, Filippatos PLLC, hereby complains of Defendant, The Carlyle Group Inc. ("Carlyle" or "Defendant"), upon personal knowledge as well as information and belief, by alleging and averring as follows:

NATURE OF THE CASE

1. This is a case against The Carlyle Group Inc. This action is brought by Filippatos PLLC on behalf of Plaintiff, Maria Giron-Laskowski, who seeks to hold Defendant accountable under federal and state law outlawing workplace discrimination and retaliation on the basis of her sex (female), gender (pregnancy), perceived disability (pregnancy-related symptoms), family status and for engaging in protected conduct.

2. Specifically, Plaintiff brings this action alleging that Defendant has violated, *inter alia*, 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”), including the Pregnancy Discrimination Act of 1978, codified as amended at 42 U.S.C. § 2000e(k); the Pregnant Workers Fairness Act, as codified, 42 U.S.C. §§ 2000gg to 2000gg-6, Pub. L. No. 117-238, 136 Stat. 6084 (“PWFA”); 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”); and the New York City Human Rights Law, Administrative Code §§ 8-107, et seq. (“NYCHRL”) by discriminating against Mrs. Giron-Laskowski in the terms and conditions of her employment on the basis of her sex (pregnancy), perceived disability (pregnancy-related symptoms), family status as well as retaliating against her after she engaged in protected activity.

3. After Mrs. Giron-Laskowski announced her pregnancy on January 7, 2025, Carlyle’s repeated assurances that Plaintiff would remain in her role were not honored. Despite positive performance feedback and assurances from her supervisor, Ken Tidwell, that her employment would continue, Carlyle made the shocking decision to terminate Mrs. Giron-Laskowski’s employment exactly one month after she disclosed her pregnancy. Carlyle then denied Mrs. Giron-Laskowski fair consideration for an internal transfer to a different position and summarily terminated her employment on April 11, 2025, without severance, in a clear act of discrimination and retaliation.

JURISDICTION AND VENUE

4. Jurisdiction of this Court is proper under 28 U.S.C. § 1331 because Plaintiff is asserting claims arising under federal law, specifically Title VII, the ADA, and the ADAA.

5. The Court has supplemental jurisdiction over Plaintiff’s NYSHRL and NYCHRL claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) as the Defendant resides within the Southern District of New York and/or the acts complained of occurred and/or originated therein.

ADMINISTRATIVE REQUIREMENTS

7. Plaintiff has satisfied all administrative prerequisites for the filing of this action.

8. Prior to the filing of this action, Plaintiff timely filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”) alleging unlawful discrimination and retaliation.

9. The EEOC thereafter issued Plaintiff a Notice of Right to Sue, upon request, dated January 23, 2026.

10. This action is filed within ninety (90) days of Plaintiff’s receipt of that Notice.

11. Accordingly, Plaintiff has exhausted all required administrative remedies prior to bringing this suit.

PARTIES

12. At all relevant times hereto, Plaintiff Maria Giron-Laskowski has been a resident of the State of New York and the County of New York.

13. At all relevant times hereto, Defendant The Carlyle Group Inc. was and is a global investment firm maintaining its principal place of business at 1001 Pennsylvania Avenue NW, Suite 220 South, Washington, DC 20004.

14. At all relevant times hereto, Plaintiff was an employee of Defendant, working at Carlyle's New York City office, which is located at One Vanderbilt Avenue, Suite 3400, New York, NY 10017.

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

16. At all times relevant hereto, Mrs. Giron-Laskowski was an employee of Carlyle.

17. At all times relevant hereto, Carlyle met the definition of and was Plaintiff’s “employer” as that term is defined by the applicable statutes.

MATERIAL FACTS

I. Defendant Carlyle Hires Plaintiff

18. Plaintiff Maria Giron-Laskowski is a highly accomplished employee who was discriminated against immediately upon announcing her pregnancy to Defendant.

19. On or about May 27, 2024, Mrs. Giron-Laskowski began working as a Senior Analyst in Carlyle's New York City office.

20. When negotiating her employment contract in April 2024, Mrs. Giron-Laskowski was expressly 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").

21. In fact, Carlyle's job posting for Mrs. Giron-Laskowski's position did not include a license requirement.

22. Moreover, even where licensing appeared in Carlyle's job description materials, the language used was equivocal: the job description listed compensation factors which included "required or preferred" skill sets, including licenses, thereby creating direct ambiguity as to whether licensing was mandatory or merely preferred.

23. While Mrs. Giron-Laskowski's offer letter stated she was obligated to obtain her Licenses within ninety days of her start date, Carlyle's conduct demonstrated that this deadline was neither rigid nor uniformly enforced.

24. Moreover, Mrs. Giron-Laskowski was informed that the license would allow her to pitch different funds, however, it was not framed as a hard requirement, failure of which to obtain would lead to immediate termination.

25. The verbal representations from her recruiter and supervisor, combined with the ambiguous language in the job posting, created a reasonable belief that no deadline existed for

obtaining licenses and if one did exist, Mrs. Giron-Laskowski had one (1) year to obtain her licensure.

26. Mrs. Giron-Laskowski's ninety-day deadline would have been August 3, 2024, yet Carlyle allowed her to schedule her first licensure exam for September 12, 2024, past the purported ninety-day deadline.

27. Carlyle also expressly granted Mrs. Giron-Laskowski a wedding-related delay, allowing her to postpone scheduling her second exam attempt until November 2024.

28. Carlyle then allowed Plaintiff to take the exam a third time, ultimately employing Plaintiff for nearly eleven (11) months without Licenses, from May 28, 2024 through April 11, 2025.

29. In fact, the purported "deadline" to obtain licensure changed multiple times throughout Mrs. Giron-Laskowski's employment, and the deadline only became a necessity after Defendant learned that Mrs. Giron-Laskowski was pregnant.

II. Mrs. Giron-Laskowski Sits for her Securities Industry Essentials Examinations Three Times

30. Despite being told she would have a full year to obtain her Licenses, Mrs. Giron-Laskowski, with the help of Anna Evashavik, Carlyle's designated HR and Compliance Representative, proactively scheduled and sat for the Securities Industry Essentials ("SIE") Exam on September 12, 2024, demonstrating her dedication to her job and desire to obtain her licenses.

31. During the September 2024 exam, a power outage occurred, causing the testing systems to shut down and restart mid-exam. This interruption likely impacted Mrs. Giron-Laskowski's performance and final score through no fault of her own.

32. Following the disruption, the exam administrator, Prometric, directed Mrs. Giron-Laskowski to inform her employer about the incident and to contact FINRA to receive a case

number. FINRA also informed Mrs. Giron-Laskowski that it was Carlyle's responsibility, as the registering entity, to follow up with Prometric.

33. That same day, Mrs. Giron-Laskowski received notice that she had not passed the SIE Exam.

34. On September 25, 2024, Mrs. Giron-Laskowski promptly informed Ms. Evashavik, who was responsible for managing her licensing and exam scheduling, regarding the testing disruption and shared the FINRA case number 2709951 via Microsoft Teams.

35. Despite receiving this documented case number, Carlyle failed to adequately follow up with Prometric.

36. FINRA informed Mrs. Giron-Laskowski that Prometric either failed to report the incident or reported it late. Regardless, it was Carlyle's responsibility to ensure that follow-up occurred.

37. Still, Mrs. Giron-Laskowski faced no repercussions or threat of job termination after her September 2024 exam.

38. On November 4, 2024, showing continued commitment and perseverance, Mrs. Giron-Laskowski re-took the SIE Exam.

39. At the time of this second SIE Exam on November 4, 2024, Mrs. Giron-Laskowski was pregnant.

40. In November 2024, Plaintiff had been experiencing severe morning sickness. Although her pregnancy would not be medically confirmed until November 8, 2024, Mrs. Giron-Laskowski had taken a positive home pregnancy test on October 21, 2024, prior to the exam.

41. Before the November 4 exam, Mrs. Giron-Laskowski requested to bring basic items to manage her pregnancy-related condition, specifically water and ginger chews to address her severe morning sickness. She was denied these reasonable accommodations.

42. Mrs. Giron-Laskowski's pregnancy symptoms, including nausea and fatigue, significantly impaired her ability to both study for and take the exam.

43. On November 4, 2024, Mrs. Giron-Laskowski was informed that she had not passed the November 2024 exam.

44. Mrs. Giron-Laskowski's pregnancy was medically confirmed on November 8, 2024, following an earlier appointment on October 25, 2024, and subsequent bloodwork.

45. While continuing to experience morning sickness, on December 10, 2024, Mrs. Giron-Laskowski took the SIE Exam for a third time, continuing to demonstrate her commitment to obtaining licensure notwithstanding her ongoing health challenges.

46. On December 10, 2024, Mrs. Giron-Laskowski was informed that she had not passed the December 2024 exam.

47. Mrs. Giron-Laskowski prepared extensively for all three of her exams, with the assistance of her husband who works in finance, by using the Knopman Marks Financial Training ("Knopman") online digital resource library provided by Carlyle.

48. Specifically, Mrs. Giron-Laskowski utilized printed materials – flash cards provided by Knopman, flashcards she made herself, and the workbook provided by Knopman – and video lessons to prepare for the examination because these were the materials that best supported her learning style.

49. Mrs. Giron-Laskowski also did her own research regarding certain topics, and studied additional written materials, to prepare for her examinations.

III. Plaintiff Discloses her Pregnancy, Excels in Her Role and is Assured her Employment is Secure

50. On December 11, 2024, Mrs. Giron-Laskowski spoke with her supervisor, Ken Tidwell, and shared that she had not yet passed the SIE Exam despite three attempts.

51. Mr. Tidwell was supportive and reassured Mrs. Giron-Laskowski that he would explore all options available and that they would reconnect after the holidays.

52. In no way was Mrs. Giron-Laskowski told that her employment was at risk because of her failed examinations.

53. In fact, up until this point, Mrs. Giron-Laskowski engaged with multiple clients via WhatsApp regarding accounts for which licensure was allegedly required. Mr. Tidwell and Luis Malave, Managing Director, encouraged this form of communication among Mrs. Giron-Laskowski's team and at no point was Mrs. Giron-Laskowski's engagement questioned or stopped because she did not have her license.

54. Shortly after this conversation, Mrs. Giron-Laskowski 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. Plaintiff also disclosed that she had requested accommodations during the second examination because she was pregnant.

55. Mrs. Giron-Laskowski specifically asked Ms. Ifabanwo to keep this information confidential because it was still so early in her pregnancy and she was not ready to share the news publicly.

56. In response, Ms. Ifabanwo stated that Mrs. Giron-Laskowski's pregnancy was "not for [her] to know" and "not for them to discuss."

57. Ms. Ifabanwo referred to Mrs. Giron-Laskowski's pregnancy as an "issue" and acknowledged that it was confidential and something to be worked out between Mrs. Giron-Laskowski and her supervisor.

58. On January 7, 2025, Mrs. Giron-Laskowski had a follow-up conversation with Mr. Tidwell via Microsoft Teams regarding their December 11, 2024 discussion and options available to Mrs. Giron-Laskowski.

59. During this meeting, Mr. Tidwell praised Mrs. Giron-Laskowski's performance, describing it as "excellent," and stated she would be a "great long-term employee."

60. Mr. Tidwell further reassured Mrs. Giron-Laskowski 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."

61. Mr. Tidwell informed Mrs. Giron-Laskowski that he had spoken with Jeff Nedelman, his own supervisor and the Global Head of Client Business at Carlyle, and that Mr. Nedelman had agreed that creating a new role for Mrs. Giron-Laskowski, with some modifications from her current position, was acceptable

62. Mr. Tidwell explained that Carlyle planned to assign the duties which required licensure to another team member, which would allow Mrs. Giron-Laskowski to remain in her role, in which she was excelling, with only minor changes.

63. At the conclusion of that conversation, feeling supported and reassured, Mrs. Giron-Laskowski shared with Mr. Tidwell that she was pregnant.

64. Following the meeting, Mr. Tidwell messaged Mrs. Giron-Laskowski: "I won't share your good news with Isabel [de Prado] nor Luis [Malave]; I'll let you tell them."

IV. One Month After Plaintiff Discloses Her Pregnancy, Defendant Reverses All Prior Assurances and Terminates Plaintiff's Employment

65. On February 7, 2025, exactly one month after Mrs. Giron-Laskowski announced her pregnancy, she had a meeting with Ms. Ifabanwo and Mr. Tidwell.

66. Mrs. Giron-Laskowski 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 modified role she had previously discussed with Mr. Tidwell.

67. Instead, Mrs. Giron-Laskowski was blindsided. Mrs. Giron-Laskowski was told that the modifications to her current position were no longer being made and instead, she was being terminated for not having obtained her dealer's license, directly contradicting the prior assurances and the agreed plan to reassign licensing responsibilities to another team member.

68. Carlyle's sudden reversal, from offering Mrs. Giron-Laskowski a modified role on January 7, 2025, to claiming on February 7, 2025, that the very same license was now an "essential function" that could not be separated from her role, occurred exactly one month after she disclosed her pregnancy.

69. During the termination meeting, Ms. Ifabanwo suggested that, "because of [her] personal situation," Mrs. Giron-Laskowski could explore applying to other internal positions.

70. Mrs. Giron-Laskowski was not only shocked by this abrupt about-face, but she was extremely distressed by the possibility of losing her employment just months before giving birth.

71. However, Mrs. Giron-Laskowski took Ms. Ifabanwo at her word – that Mrs. Giron-Laskowski would be seriously and fairly considered for internal transfers to other positions - and did not apply to positions outside of Carlyle based on Ms. Ifabanwo's representations.

72. However, it eventually became clear that, having learned of her pregnancy, Carlyle had no intention of retaining Mrs. Giron-Laskowski as an employee, even in a position for which she was over-qualified.

73. On February 10, 2025, at Ms. Ifabanwo's suggestion, Mrs. Giron-Laskowski applied for a position as an Executive Assistant ("EA") on Peter Mackie's team after speaking with Ms. Ifabanwo and Emily Carey, from Carlyle's Talent Acquisition team with Human Capital Management.

74. Ms. Ifabanwo pushed the EA role enthusiastically despite the fact that it would have resulted in an approximately \$25,000.00 pay cut, in essence a demotion.

75. Additionally, though there was an EA position available on Mr. Tidwell's team, the application process was well underway for Mr. Tidwell's team when Mrs. Giron-Laskowski sought the role.

76. On February 13, 2025, Ms. Carey emailed Mrs. Giron-Laskowski to confirm that she was scheduled to complete an EA case study and provided instructions on how to complete it.

77. That same day, Mrs. Giron-Laskowski completed the case study in the time allotted and promptly submitted it, correctly identifying an intentional error embedded in the materials, specifically an incorrect date in the Paris agenda, and flagging it in her submission: "I want to note that I noticed an error in the Paris agenda that was sent, Prospect D meeting: January 10th (the date was incorrect, so I did not include the meeting because of time purposes)."

78. Though Mrs. Giron-Laskowski finished answering every question the case study provided, Mrs. Giron-Laskowski was expressly told by Janessa Jussen, Vice-President, US EA Operations, Human Capital Management, that "no one has ever finished the case study" and that "Mrs. Giron-Laskowski did not need to worry about finishing the case study."

79. Unbeknownst to Mrs. Giron-Laskowski at the time, Ms. Jussen had sent an internal email on February 11, 2025, before Mrs. Giron-Laskowski even completed the case study, expressing pre-formed negative views about Mrs. Giron-Laskowski's qualifications, writing that

she was "concerned about her lack of experience and need for training on many items," that Mrs. Giron-Laskowski's hypothetical travel-planning answers "were not strong," and that she "will need more guidance than a traditional EA."

80. Ms. Jussen had already formed a negative opinion based on subjective criteria before Mrs. Giron-Laskowski completed the objective case study evaluation, rendering the case study a post-hoc justification for a predetermined decision.

81. On February 18, 2025, Ms. Jussen sent an email providing a series of highly subjective criticisms: that Mrs. Giron-Laskowski had planned for the executive to fly from London to Paris rather than take the Eurostar (which Ms. Jussen described as faster and more convenient), that she had not pre-booked a hotel for the executive to freshen up before a full day of London meetings, and that "the questions she asked were those of a junior EA."

82. In this same email, Ms. Jussen acknowledged that the "[e]rror is there on purpose to see who catches it" --confirming that Mrs. Giron-Laskowski, who had in fact caught and flagged the intentional error in her submission, had demonstrated precisely the attention to detail the case study was designed to test. Despite this, Mrs. Giron-Laskowski was not selected.

83. The after-the-fact, subjective criticisms from a reviewer who had predetermined the outcome before the case study was submitted are the hallmark of pretext.

84. On February 24, 2025, Mrs. Giron-Laskowski was informed by Ms. Carey in an email that Carlyle would not be moving forward with her candidacy "since [Carlyle does not] have an EA opening."

85. Shortly after, Mrs. Giron-Laskowski reached out to Ms. Ifabanwo, who inexplicably responded: "I don't know why they told you that, let me reach out to Janessa Jussen."

86. Emily Carey then reached out to schedule an in-person interview with Peter Mackie on March 4, 2025, which Mrs. Giron-Laskowski attended believing she still had a genuine chance of being hired in the role.

87. During the March 4, 2025 interview, Peter Mackie told Mrs. Giron-Laskowski that he remembered what it was like having a wife who was pregnant and expressed that he was fully supportive of Mrs. Giron-Laskowski joining his team.

88. Mr. Mackie stated he would inform Ms. Jussen that he would be "happy" and was "on board to have [her] on the team."

89. Mr. Mackie told Mrs. Giron-Laskowski that he would "let Janessa [Jussen] know we're going to move forward, happy to have you on the team."

90. Mr. Mackie's specific reference to having a pregnant wife, made in the same breath as his statement of support for Mrs. Giron-Laskowski, demonstrates that her pregnancy was a known and openly discussed factor in the hiring decision.

91. Despite the hiring manager, Mr. Mackie, explicitly stating that Mrs. Giron-Laskowski would be moving forward, Ms. Jussen overruled his decision.

92. In any legitimate hiring process, the hiring manager's determination is controlling.

93. The fact that Ms. Jussen, who had predetermined Mrs. Giron-Laskowski was unqualified before the case study was even submitted, and whose subjective criticisms ignored Mrs. Giron-Laskowski's correct identification of the intentional error, overruled Mr. Mackie's express endorsement is powerful evidence of a pretextual and discriminatory process.

94. Moreover, Mrs. Giron-Laskowski had direct, relevant experience for the EA role, including prior administrative experience and successful management of complex tasks at Carlyle

such as coordinating with investors, preparing materials, managing schedules, and handling international communications in multiple languages.

95. At the same time, in and around the end of February 2025 and early March 2025, Mrs. Giron also engaged in protected activity when she spoke with Mr. Malave.

96. Mrs. Giron-Laskowski shared with Mr. Malave her concerns about the difficulty of finding a job while pregnant.

97. Additionally, during her discussions with Human Resources throughout March 2025 regarding internal opportunities available to her, Mrs. Giron-Laskowski also shared with Ms. Ifabanwo her reasonable concerns that her pregnancy would negatively affect her prospects at obtaining a different internal position at Carlyle.

98. Mrs. Giron-Laskowski made clear that she was concerned internal opportunities would be denied because she was seven months pregnant.

99. On March 20, 2025, Ms. Ifabanwo blindsided Mrs. Giron-Laskowski yet again by abruptly informing her that Carlyle would not be proceeding with her candidacy for the EA position, directly contradicting Mr. Mackie's representations just weeks prior.

100. While awaiting a response regarding the EA role, Mrs. Giron-Laskowski also pursued an Events Coordinator position with Carlyle's Global Wealth team.

101. Mrs. Giron-Laskowski met with Rebecca Thran, Head of Marketing for Global Wealth, and Megan Chase, the internal hiring recruiter, during the week of February 24, 2025.

102. On March 3, 2025, Mrs. Giron-Laskowski interviewed with Catherine Mazzoni, Head of Operations at Corporate Communications. During the interview, Ms. Mazzoni told Mrs. Giron-Laskowski that Ms. Mazzoni would be scheduling additional interviews for Mrs. Giron-Laskowski with other team members – indicating that Mrs. Giron-Laskowski had done well.

103. Despite this, the additional interviews were delayed due to the travel schedules of the additional team members.

104. On March 5, 2025, Ms. Mazzoni again confirmed that she intended to have Mrs. Giron-Laskowski meet with others that were part of the recruiting process for the Events Coordinator Position.

105. Also on March 5, 2025, during this interim period, Mr. Tidwell provided Mrs. Giron-Laskowski with a written recommendation, emailing Ms. Mazzoni that Mrs. Giron-Laskowski was "an extremely hard worker, conscientious, proactive, extremely pleasant to work with, and great with our clients."

106. That same day, Ms. Mazzoni responded positively, writing that she could see Mrs. Giron-Laskowski's "dedication to [Mr. Tidwell's] team and her current role," that Mrs. Giron-Laskowski has "an interesting background having some event experience previously," and confirming that she intended to have Mrs. Giron-Laskowski meet with others who are part of the recruiting process for the Events Lead position.

107. Despite this positive feedback, and before she was even able to complete the interview process or meet the full Global Wealth team, Mrs. Giron-Laskowski was blindsided 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.

108. Carlyle cannot credibly claim it selected "the most qualified candidate" for this position when it removed Mrs. Giron-Laskowski from consideration before its own evaluation process was complete.

109. Additionally, Carlyle later justified terminating Mrs. Giron-Laskowski because she did not find a non-licensed position within 30-days; however, this again was pretext.

110. On or about March 31, 2025, Armando Rabassa was added to Mrs. Giron-Laskowski's team as an analyst, effectively replacing her.

111. Mrs. Giron-Laskowski's team consisted of only three other individuals, including Mr. Tidwell.

112. No one communicated this change to Mrs. Giron-Laskowski directly; she became aware of Mr. Rabassa's addition only when she noticed he had been looped into internal team emails.

113. Despite the circumstances, Mrs. Giron-Laskowski remained professional and trained Mr. Rabassa for approximately two weeks to help him get up to speed.

114. On April 1, 2025, Ms. Ifabanwo informed Mrs. Giron-Laskowski that her last day working at Carlyle would be April 11, 2025.

115. On April 10, 2025, just one day before her final day at Carlyle, Mrs. Giron-Laskowski had a phone call with Ms. Ifabanwo.

116. During that call, Ms. Ifabanwo informed Mrs. Giron-Laskowski that Mr. Tidwell had specifically inquired about severance on her behalf because he felt that, as a pregnant woman, Mrs. Giron-Laskowski required healthcare for herself and her child.

117. This statement provides further direct evidence that Mrs. Giron-Laskowski's pregnancy was known.

118. Despite Mr. Tidwell's inquiry on her behalf, Carlyle callously declined to offer Mrs. Giron-Laskowski any severance.

119. Severance was never proactively raised by anyone at the firm; Mrs. Giron-Laskowski had to raise the issue herself. When she first inquired, Ms. Ifabanwo informed her that

severance would not be provided, citing compliance concerns and stating that offering severance would create unnecessary costs for the company.

120. Mr. Tidwell also indicated that he would look into the matter and make inquiries on Mrs. Giron-Laskowski's behalf but ultimately referred Mrs. Giron-Laskowski back to Ms. Ifabanwo.

121. On April 10, 2025, Ms. Ifabanwo confirmed that Carlyle had decided against severance, citing "a risk and equitable perspective" --information communicated to Mrs. Giron-Laskowski with no prior written or verbal notice, and only one day before her termination.

122. Mrs. Giron-Laskowski's termination was implemented exactly one month after she gave notice to Carlyle that she was pregnant.

123. Prior to disclosing her pregnancy, Mrs. Giron-Laskowski was advised many times by both her recruiter and her supervisor that she would have up to one year to obtain licensure, but she was terminated before even hitting her one-year mark.

124. The disparate treatment of Mrs. Giron-Laskowski compared to a non-pregnant peer who also failed the SIE exam further establishes pregnancy discrimination.

125. Mrs. Giron-Laskowski's non-pregnant comparator received straightforward, consistent treatment: a clear thirty-day internal search period, after which she was terminated on March 7, 2025.

126. On the other hand, Mrs. Giron-Laskowski, who was pregnant, was subjected to a manipulative, pretextual process: she was told an EA position was unavailable and then invited to interview; was explicitly told by the hiring manager that they were "moving forward" only to be suddenly rejected; was removed from the Events position process before completing the interview process; received a glowing written recommendation from her direct supervisor yet was still

rejected from every position; was denied severance despite Mr. Tidwell's express inquiry on her behalf due to her pregnancy; and was ultimately terminated on April 11, 2025, over a month after her non-pregnant comparator.

127. The only material difference between these two employees was Mrs. Giron-Laskowski's pregnancy.

128. Throughout her employment at Carlyle, Mrs. Giron-Laskowski made substantial and valuable contributions to the firm.

129. Mrs. Giron-Laskowski actively engaged with existing and potential investors, pitched investment opportunities, and followed up on client inquiries, further demonstrating Carlyle's tacit approval of Mrs. Giron-Laskowski sending marketing information regarding Carlyle products for which a license was allegedly required.

130. Mrs. Giron-Laskowski completed complex subscription documents in Spanish for Carlyle, a task she had verbally expressed discomfort with to Mr. Tidwell and her other team members but performed at Carlyle's direct request, saving the firm both time and money by avoiding outsourcing.

131. Mrs. Giron-Laskowski dedicated several months to learning Carlyle's investment strategies and fund structures to better support the team and provide informed guidance to clients and prospective investors. Mrs. Giron-Laskowski prepared all materials used during senior-level roadshows, international trips where senior team members met with prospective investors.

132. Mrs. Giron-Laskowski also tracked meeting notes, entered essential data, managed closing date reminders to clients, prepared briefing materials for fund leads, and provided customized data for existing investors – all critical tasks that required no licensure.

133. Mrs. Giron-Laskowski also provided structured and effective onboarding processes to help reduce operational costs, speed up the time it takes to finalize investments and boost investor satisfaction and promote client retention.

134. As part of a small, four-person team, Mrs. Giron-Laskowski played a key role in helping raise \$1.4 billion, an increase from the prior year, despite only joining halfway through the year.

135. After repeatedly assuring Mrs. Giron-Laskowski that Licensure could be achieved within one year of employment, Defendant learned that Mrs. Giron-Laskowski was pregnant and immediately worked to push her out of her employment.

136. Despite repeated assurances that her position was secure, and exceedingly positive performance feedback – including for the role she was supposed to be licensed for – Defendant continually moved the goal posts and requirements, strung Mrs. Giron-Laskowski along, and terminated her employment on April 11, 2025 – all of which occurred after Defendant learned that Mrs. Giron-Laskowski was pregnant.

137. At no point did Defendant actually provide reasonable accommodations for Plaintiff's pregnancy and pregnancy-related conditions but rather strung Plaintiff along under the guise of additional opportunities, until such time as Defendant felt it proper to terminate Plaintiff.

138. This sequence of events shows that Mrs. Giron-Laskowski was never given a fair and equal opportunity within either the hiring process, and instead, these acts were all meant to make it appear as if Mrs. Giron-Laskowski was being considered for these positions, when in reality the decision had already been made to sideline her after she shared she was pregnant.

139. It is clear from the foregoing that Defendant has engaged in unlawful discrimination and retaliation on the basis of her sex (pregnancy), perceived disability (pregnancy-related

symptoms), family status and for engaging in protected conduct, in violation of Title VII, the ADA, the ADAA, the PWFA, NYSHRL and NYCHRL.

140. As a result of the foregoing, Plaintiff has been and continues to be unlawfully discriminated against, humiliated, and degraded, and thus has suffered loss of rights, severe emotional distress, loss of income and earnings, and damage to her professional reputation.

141. As a result of Defendant's actions, Plaintiff feels extremely degraded, victimized, embarrassed, and emotionally distressed.

142. Because Defendant's actions have been malicious, willful, outrageous, and done with full knowledge of their unlawful nature, Plaintiff demands punitive damages against Defendant.

143. Defendant'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.

FIRST CAUSE OF ACTION
Discrimination in Violation of Title VII

144. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

145. Title VII prohibits employers from discriminating against employees because of their sex, including pregnancy or related medical conditions.

146. Plaintiff was qualified for her role, consistently performed her job duties, and received no performance criticisms, corrective actions, or documentation of performance concerns prior to disclosing her pregnancy to her supervisor and HR.

147. Defendant denied Plaintiff equal terms and conditions of employment, including terminating Plaintiff shortly after learning of her pregnancy.

148. Defendant's actions constitute unlawful sex discrimination in violation of Title VII.

149. As a direct and proximate result of Defendant's unlawful conduct, Mrs. Giron-Laskowski has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other nonpecuniary losses. Mrs. Giron-Laskowski further experienced severe emotional and physical distress.

SECOND CAUSE OF ACTION
Retaliation in Violation of Title VII

150. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

151. Plaintiff engaged in protected activity under Title VII when she notified her supervisor and HR of her pregnancy.

152. Plaintiff engaged in further protected activity in and around February 2025 and March 2025 when she spoke with Mr. Malave, Managing Director, about her concerns about the difficulty of finding a job while pregnant.

153. Additionally, during her discussions with Human Resources throughout March 2025 regarding internal opportunities available to her, Mrs. Giron-Laskowski also shared with Ms. Ifabanwo her reasonable concerns that her pregnancy would negatively affect her prospects at obtaining a different internal position at Carlyle.

154. Mrs. Giron-Laskowski made clear that she was concerned internal opportunities would be denied because she was seven months pregnant.

155. Defendant retaliated against Plaintiff by terminating her employment after informing her supervisor and HR that she was pregnant, and after Plaintiff shared her reasonable concerns about finding a new job internally because she was pregnant.

156. Defendant's actions constitute unlawful retaliation under Title VII.

157. As a direct and proximate result of Defendant's unlawful conduct in violation of Title VII, Plaintiff has suffered, and will continue to suffer, monetary and/or other economic harm for which she is entitled to an award of monetary damages.

158. As a direct and proximate result of Defendant's unlawful conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, mental anguish, and emotional distress, for which she is entitled to an award of damages, to the greatest extent permitted under the law.

THIRD CAUSE OF ACTION
Discrimination in Violation of the ADA

159. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

160. The ADA prohibits employers from discriminating against employees because of their sex, including pregnancy or related medical conditions.

161. Plaintiff was qualified for her role, consistently performed her job duties, and received no performance criticisms, corrective actions, or documentation of performance concerns prior to disclosing her pregnancy to her supervisor and HR.

162. Defendant denied Plaintiff equal terms and conditions of employment, including terminating Plaintiff shortly after learning of her pregnancy.

163. Defendant's actions constitute unlawful sex discrimination in violation of the ADA.

164. As a direct and proximate result of Defendant's unlawful conduct, Mrs. Giron-Laskowski has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses,

benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other nonpecuniary losses. Mrs. Giron-Laskowski further experienced severe emotional and physical distress.

FOURTH CAUSE OF ACTION
Retaliation in Violation of the ADA

165. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

166. Plaintiff engaged in protected activity under the ADA when she notified her supervisor and HR of her pregnancy.

167. Plaintiff engaged in further protected activity in and around February 2025 and March 2025 when she spoke with Mr. Malave, Managing Director, about her concerns about the difficulty of finding a job while pregnant.

168. Additionally, during her discussions with Human Resources throughout March 2025 regarding internal opportunities available to her, Mrs. Giron-Laskowski also shared with Ms. Ifabanwo her reasonable concerns that her pregnancy would negatively affect her prospects at obtaining a different internal position at Carlyle.

169. Mrs. Giron-Laskowski made clear that she was concerned internal opportunities would be denied because she was seven months pregnant.

170. Defendant retaliated against Plaintiff by terminating her employment after informing her supervisor and HR that she was pregnant, and after Plaintiff shared her reasonable concerns about finding a new job internally because she was pregnant.

171. Defendant's actions constitute unlawful retaliation under the ADA.

172. As a direct and proximate result of Defendant's unlawful conduct in violation of the ADA, Plaintiff has suffered, and will continue to suffer, monetary and/or other economic harm for which she is entitled to an award of monetary damages.

173. As a direct and proximate result of Defendant's unlawful conduct in violation of the ADA, Plaintiff has suffered, and continues to suffer, mental anguish, and emotional distress, for which she is entitled to an award of damages, to the greatest extent permitted under the law.

FIFTH CAUSE OF ACTION
FMLA Interference

174. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

175. Based on the facts alleged herein, Defendant engaged in interference as prohibited by the FMLA by taking adverse employment actions against Plaintiff before she could take protected leave and after Plaintiff gave Defendant notice that she intended to do so, culminating in her termination.

176. 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; 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.

177. Accordingly, as a result of the unlawful conduct of Defendant set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available under this law, including, but not limited to, punitive damages.

SIXTH CAUSE OF ACTION
Discrimination in Violation of the PWFA

178. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

179. The PFWA provides in relevant part: “It shall be an unlawful employment practice for a covered entity to—

(1) Not make reasonable accommodations to the known limitations related to the pregnancy, childbirth, or related medical conditions of a qualified employee, unless such covered entity can demonstrate that the accommodation would impose an undue hardship on the operation of the business of such covered entity;

...

(3) deny employment opportunities to a qualified employee if such denial is based on the need of the covered entity to make reasonable accommodations to the known limitations related to the pregnancy, childbirth, or related medical conditions of the qualified employee;

...

(5) take adverse action in terms, conditions, or privileges of employment against a qualified employee on account of the employee requesting or using a reasonable accommodation to the known limitations related to the pregnancy, childbirth, or related medical conditions of the employee.”

42 U.S.C.A. § 2000gg-1.

180. Defendant is a covered entity employing more than 2,000 individuals.

181. Plaintiff was qualified for her role as evidenced by her overwhelmingly positive performance reviews.

182. Plaintiff’s ability to obtain licensure was affected by her pregnancy requiring reasonable accommodations, of which Defendant was aware.

183. Plaintiff was denied reasonable accommodations – including modification of duties, and or providing more time to pass her licensure examination until such time as she gave birth.

184. Plaintiff was terminated for an alleged failure to obtain licensure – which was not required – which she was unable to do because of her pregnancy.

185. Plaintiff was also terminated for an alleged failure to find other employment within Defendant's organization – the inability of which to find was no fault of Plaintiff's but rather Defendant's consistent derailment of each opportunity she found and to which she applied.

186. By the actions detailed above, among others, the Defendant has discriminated against and retaliated against Plaintiff based on her pregnancy and requested accommodations in violation of the PWFA, including by terminating Plaintiff's employment.

187. As a direct and proximate result of Defendant's unlawful conduct, Mrs. Giron-Laskowski has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other nonpecuniary losses. Mrs. Giron-Laskowski further experienced severe emotional and physical distress.

188. Accordingly, as a result of the unlawful conduct of the Defendant set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to Plaintiff under this law, including, but not limited to, punitive damages.

SEVENTH CAUSE OF ACTION
Discrimination in Violation of the NYSHRL

189. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

190. New York Executive Law § 296 provides that:

It shall be an unlawful discriminatory practice: “(a) For an employer or licensing agency, because of an individual's age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.”

191. By the actions detailed above, among others, Defendant has discriminated against Plaintiff in violation of the NYSHRL by, *inter alia*, terminating Plaintiff shortly after learning of her pregnancy.

192. 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 income, salary, benefits, bonuses, and other compensation that her employment entailed; severe emotional and psychological and physical stress, distress, anxiety, pain and suffering; the ability to enjoy life’s pleasures and other non-pecuniary losses and special damages.

193. Accordingly, as a result of the unlawful conduct of the Defendant set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to Plaintiff under this law, including, but not limited to, punitive damages.

EIGHTH CAUSE OF ACTION
Retaliation in Violation of the NYSHRL

194. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

195. New York Executive Law § 296 provides that:

It shall be an unlawful discriminatory practice for any person engaged in any activity to which this section applies to retaliate or discriminate against any person because he or she has opposed any practices forbidden under this article or because he or she has filed a complaint, testified or assisted in any proceeding under this article.

196. By the actions detailed above, among others, the Defendant has retaliated against Plaintiff based on her protected activities in violation of the NYSHRL, including by terminating Plaintiff’s employment.

197. 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 income, salary, benefits, bonuses, and other compensation that her 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.

198. Accordingly, as a result of the unlawful conduct of the Defendant set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to Plaintiff under this law, including but not limited to, punitive damages.

NINTH CAUSE OF ACTION
Discrimination in Violation of the NYCHRL

199. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

200. New York City Administrative Code § 8-107(1) provides that it shall be an unlawful discriminatory practice:

“(a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability, marital status, sexual orientation, or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions, or privileges of employment.”

201. By the actions detailed above, among others, the Defendant has discriminated against Plaintiff in violation of the NYCHRL by, *inter alia*, terminating Plaintiff shortly after learning of her pregnancy.

202. 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 income, salary, benefits, bonuses, and other compensation that her 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.

203. Accordingly, as a result of the unlawful conduct of the Defendant set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to Plaintiff under this law, including, but not limited to, punitive damages.

TENTH CAUSE OF ACTION
Retaliation in Violation of the NYCHRL

204. Plaintiff repeats, reiterates, and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

205. New York City Administrative Code § 8-107(7) provides that:

“it shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter, (ii) filed a complaint, testified or assisted in any proceeding under this chapter, (iii) commenced a civil action alleging the commission of an act which would be an unlawful discriminatory practice under this chapter, (iv) assisted the commission or the corporation counsel in an investigation commenced pursuant to this title, (v) requested a reasonable accommodation under this chapter, or (vi) provided any information to the commission pursuant to the terms of a conciliation agreement made pursuant to section 8-115 of this chapter.”

206. By the actions detailed above, among others, the Defendant has retaliated against Plaintiff based on her protected activities in violation of the NYCHRL, including by terminating Plaintiff’s employment.

207. 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 income, salary, benefits, bonuses, and other compensation that her 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.

208. Accordingly, as a result of the unlawful conduct of the Defendant set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to Plaintiff under this law, including, but not limited to, punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendant, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendant complained of herein violate the laws of the United States, the State of New York, and the City of New York;

B. An injunction and order permanently restraining Defendant and its officers, officials, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages against Defendant, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;

D. An award of damages against Defendant, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation

for her emotional distress;

E. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff, including, but not limited to, loss of income, reputational harm and harm to professional reputation, in an amount to be determined at trial, plus prejudgment interest;

F. An award of punitive damages, and any applicable penalties and/or liquidated damages in an amount to be determined at trial;

G. Prejudgment interest on all amounts due;

H. An award of costs that Plaintiff has incurred in this action, including, but not limited to, expert witness fees, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and,


I. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

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

Dated: April 21, 2026
New York, New York

Respectfully submitted,
FILIPPATOS PLLC

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