

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

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GULSHAN CHHABRA,

Plaintiff,

- against -

**JPMORGAN CHASE & CO., and ABDOOL
SHAKUR,**

Defendants.
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: **Index No.:**
:
: **SUMMONS**
:
: Date Filed:
:
: Plaintiff designates
New York County as the
: place of trial.
:
: Basis of venue is Defendants'
primary place of business.

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty [30] days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of failure to appear or answer, judgment will be taken against you by default of the relief demanded in the complaint.

Dated: New York, New York
September 18, 2015

Yours,

FITAPELLI & SCHAFFER, LLP
Brian S. Schaffer
Joseph A. Fitapelli
Jeffrey H. Dorfman
Attorneys for Plaintiff
475 Park Avenue South, 12th Floor
New York, New York 10016
(212) 300-0375

Defendants' addresses:

JPMORGAN CHASE & CO.
270 Park Avenue
New York, NY 10017

ABDOOL SHAKUR

Service via e-mail through JPMorgan Chase & Co.:

JPMorgan Chase & Co.
270 Park Avenue
New York, NY 10017

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

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GULSHAN CHHABRA, : **Index No.:**
 :
 Plaintiff, : **COMPLAINT**
 :
 - against - :
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 :
 JPMORGAN CHASE & CO., and ABDOOL SHAKUR, :
 :
 :
 Defendant. :
-----X

Plaintiff by and through his counsel, FITAPELLI & SCHAFFER, LLP, states the following as his Complaint against the Defendants:

NATURE OF ACTION

1. Gulshan Chhabra (hereinafter "Plaintiff"), brings this action against his former employer, JPMorgan Chase & Co. and Abdool Shakur (hereinafter collectively "Defendants" or "Chase") to seek relief for Defendants' violations of his legal rights. This action seeks to recover damages for discrimination based upon age and retaliation committed by Defendants against Plaintiff in violation of the New York City Human Rights Law, N.Y.C. Admin. Code §8-107 *et seq.*

2. Plaintiff seeks compensatory and punitive damages, attorneys' fees and costs, declaratory and injunctive relief, and other legal and equitable relief.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to N.Y.C. Admin. Code §8-502. This Court has jurisdiction over the parties pursuant to C.P.L.R. §503(a) because New York County is Defendants' principal place of business.

PARTIES

Plaintiff

4. Plaintiff, Gulshan Chhabra, resides in Bayside, New York.

5. Plaintiff was born on September 11, 1950, and was discriminated against and retaliated against at Chase when he was 64 years old.

Defendants

6. Defendant JPMorgan Chase & Co. employed Plaintiff. JPMorgan Chase & Co. is a foreign business corporation organized in the state of Delaware and authorized to do business in New York. JPMorgan Chase & Co.'s corporate headquarters are located at 270 Park Avenue, New York, New York 10017. Defendant JPMorgan Chase & Co. was Plaintiff's employer within the meaning of N.Y.C. Admin. Code §8-102 at all times relevant.

7. JPMorgan Chase & Co. owns and operates a multinational banking and financial services holding company and is the largest bank in the United States. JPMorgan Chase & Co. employs over 240,000 people, operating in more than 60 countries worldwide, with assets in excess of 2.4 trillion dollars.

Individual Defendant

Abdool Shakur

8. Upon information and belief, Defendant Abdool Shakur (hereinafter "Shakur") is a resident of the State of New York.

9. Shakur was at all relevant times a Branch Manager working at the Chase office in East Elmhurst.

10. At all times relevant, Shakur exercised managerial and supervisory responsibility over Plaintiff as his Branch Manager throughout Plaintiff's employment at the East Elmhurst Branch.

FACTS

11. From on or about October 15, 2007 to November 30, 2014, Plaintiff worked for Chase as a Licensed Personal Banker and Relationship Banker ("Relationship Banker") in the Consumer Banking Unit. At all relevant times, Plaintiff performed his job duties competently.

12. From on or about October 15, 2007 until January 20, 2009, Plaintiff worked as a Relationship Banker at the Bell Boulevard Branch in Bayside, New York.

13. On or about January 20, 2009, Plaintiff was transferred to the Jackson Heights Branch in Queens, New York.

14. On or about October 28, 2013, Plaintiff was again transferred to the East Elmhurst Branch for the remainder of his employment. During the course of his employment, and at all times relevant herein, Plaintiff performed his duties competently.

15. During his employment from October 28, 2013 to November 30, 2014, Plaintiff suffered through constant discrimination based on his age and ultimately was retaliated against for complaining about said discrimination.

16. Defendant Shakur, who was Plaintiff's Branch Manager, harassed and discriminated against Plaintiff because of his age throughout his employment at the East Elmhurst Branch.

17. Within the first week of Plaintiff's employment under Shakur at the East Elmhurst Branch, Shakur, who was in his early 30s, began making comments towards Plaintiff regarding his age. These comments continued throughout Plaintiff's employment and include, but are not limited to, asking Plaintiff when he was going to retire, commenting that he (Shakur) would never be working when he is Plaintiff's age, referring to Plaintiff as an "old man," and stating that Plaintiff "reminded him of his father" and it was "weird to work with someone who is his father's age."

18. In addition, Shakur also singled out Plaintiff by requiring him to perform duties outside of his job responsibilities, including, but not limited to mopping floors, making coffee, cleaning the branch, and carrying heavy water bottles from the basement to the main floor. These duties were clearly not part of Plaintiff's responsibilities as a Relationship Banker and Plaintiff was the only Relationship Banker whom Shakur required to perform these duties on a consistent basis.

19. Throughout Plaintiff's employment at East Elmhurst, he made several complaints to Defendants through their Human Resources Department ("HR") in response to the discriminatory treatment he was subjected to by Shakur.

20. Plaintiff first contacted HR by phone on or around July 31, 2014, and spoke to Daniel K. Pritchard regarding the clarification of his job duties. Plaintiff continued to complain about the extent of these extra job duties to HR, emailing the Head of HR, John Donnelly ("Donnelly"), on or around August 19, 2014 asking for a more definitive answer. In response, Plaintiff received a phone call from Yasmin Rasheed ("Rasheed"), a Market Manager, who refused to email Plaintiff an explanation of the policy regarding these job duties.

21. In Plaintiff's email on or around August 20, 2014, Plaintiff informed Donnelly that Shakur was harassing him to fulfill extra duties outside his job description and that such actions were causing Plaintiff "a lot of stress, affecting his [his] family life and [his] finances." Plaintiff's email further explained that Shakur fabricated a written warning issued to Plaintiff as a result of his refusal to complete the extra duties outside his job description.

22. Plaintiff's complaints were disregarded, and only exacerbated the problem as Shakur was made aware of Plaintiff's complaints. In response to the complaints, Shakur first retaliated against Plaintiff by changing his schedule, which added several hours to his commute. When Plaintiff inquired as to why his schedule was changing for the first time in over six years with the company, Shakur responded that he was teaching Plaintiff a lesson. Plaintiff even stated in an email sent on or around September 16, 2014 to Rasheed, "Is it not retaliation as I have reported [Shakur's] code of conduct violations?"

23. Shakur continued to retaliate against Plaintiff by giving Plaintiff's rightfully earned commissions to another employee. Plaintiff was forced to make a formal complaint to the District Manager, Carlos Arias ("Arias"), who after reviewing the notes, concluded that the facts spoke for themselves and the commission belonged to Plaintiff.

24. In another email sent on or around November 14, 2014, Plaintiff explained that Shakur humiliated Plaintiff by celebrating every employee in the office's birthday, except for his. Following the email, Plaintiff received a call from Gregory Whimpey, an HR Business Partner, who admitted that it was strange that Plaintiff was left out of the birthday celebrations and assured Plaintiff that he would further investigate the situation.

25. On or around November 30, 2014, within a short time of Plaintiff's numerous complaints to HR regarding Shakur, Shakur called Plaintiff into his office and told him he was

terminated. When Plaintiff contacted HR the following day to ask for the reason behind his termination, they only told him that it was recommended by his Branch Manager, Shakur, and his District Manager, Arias, approved it.

26. Throughout Plaintiff's employment, he performed his duties at a satisfactory level. Plaintiff received several positive customer reviews, including one on or around October 10, 2014, one month before Plaintiff's termination, thanking Plaintiff for his assistance when "the branch manager [Shakur] refuse[d] to help."

27. Moreover, Plaintiff was recognized by corporate in the monthly "Relationship Banker PVC Performance Shout Out" for outstanding performance in his District two months in a row prior to his termination. Thus, any reason given for Plaintiff's termination was clearly pretext, as Plaintiff was terminated due to his age and in retaliation to the complaints he made regarding the discrimination he was subjected to.

28. Pursuant to, and as required by §8-502 of the New York City Human Rights Law, Plaintiff has also served a copy of this complaint upon the City Commission on Human Rights and Corporation Counsel.

FIRST CAUSE OF ACTION
New York City Human Rights Law – Age Discrimination

29. Plaintiff incorporates paragraphs 1 – 28 as if fully rewritten herein.

30. Plaintiff was 64 years old at the time he was discriminated against based on his age.

31. By and through their course of conduct, Defendants, their managers, agents and/or employees' agents unlawfully discriminated against Plaintiff because of his age in violation of the New York City Human Rights Law, N.Y.C. Admin. Code §8-107 *et seq.*

32. Plaintiff, who at all relevant times was over 60 years old, is a member of a protected class and was treated differently than others outside his protected category while employed by Defendants.

33. Defendants, their managers, agents and/or employees engaged in such discriminatory conduct intentionally and maliciously, and showed a deliberate, willful, wanton and reckless disregard of Plaintiff and his rights under the New York City Human Rights Law, by subjecting him to discrimination based upon his age.

34. The conduct described in this Complaint was unwelcome and opposed by Plaintiff.

35. The age based discrimination was in contravention of Defendants' own internal policy.

36. Plaintiff requested a reasonable accommodation, by requesting that he be treated equally and the same as all other employees at his branch. Plaintiff made several complaints to HR regarding his mistreatment, all of which were not taken seriously as Defendants continually ignored the problem which they were clearly aware of and continued to support their manager in violation of Plaintiff's rights.

37. Defendants did not effectively communicate, follow, enforce or properly instruct their managers, agents and/or employees of their policy against discrimination.

38. Defendants are directly and vicariously liable for said age based discrimination.

39. As a direct and proximate result of Defendants' unlawful discriminatory actions, Plaintiff has suffered damages and injuries, including, but not limited to, loss of pay and emotional distress.

40. That the aforesaid conduct of Defendants, their managers, agents and/or employees engaged in such discrimination intentionally and maliciously, and showed a deliberate, willful, wanton and reckless disregard of Plaintiff, and deprived him of his rights under the New York City Human Rights Law, thereby entitling Plaintiff to an award of punitive damages.

SECOND CAUSE OF ACTION
New York City Human Rights Law – Retaliation

41. Plaintiff incorporates paragraphs 1 – 40 as if fully rewritten herein.

42. By and through their course of conduct, Defendants, their managers, agents and/or employees retaliated against Plaintiff after he complained about discrimination in violation of the New York City Human Rights Law, N.Y.C. Admin. Code §8-107 *et seq.*

43. Plaintiff was over 60 years old at all relevant times, clearly above the 40 year old threshold and within the protected age group and was treated differently than others outside his protected category while employed by Defendants.

44. Defendants, their managers, agents and/or employees engaged in such conduct intentionally and maliciously, and showed a deliberate, willful, wanton and reckless disregard of Plaintiff and his rights under the New York City Human Rights Law, by retaliating against him based upon his complaints of age discrimination.

45. The conduct described in this Complaint was unwelcome and opposed by Plaintiff.

46. Said conduct was in contravention of Defendants' own internal policy.

47. Plaintiff provided numerous written and oral complaints to Defendants regarding age discrimination.

48. Defendants did not effectively communicate, follow, enforce or properly instruct

their agents, managers and/or employees of their policy against retaliation.

49. Defendants retaliated against Plaintiff by changing his schedule, giving his rightfully earned commissions away, and ultimately terminating him, upon learning of Plaintiff's complaints regarding age discrimination. Such inaction is reasonably likely to deter a person from engaging in a protected activity.

50. Defendants are directly and vicariously liable for said retaliation.

51. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff has suffered damages and injuries, including, but not limited to, loss of pay and emotional distress.

52. The aforesaid conduct of Defendants, their managers, agents and/or employees engaged in such retaliation intentionally and maliciously, and showed a deliberate, willful, wanton and reckless disregard of Plaintiff, and deprived him of his rights under the New York City Human Rights Law, thereby entitling Plaintiff to an award of punitive damages.

THIRD CAUSE OF ACTION
New York City Human Rights Law – Aiding and Abetting

53. Plaintiff incorporates paragraphs 1 – 52 as if fully rewritten herein.

54. Defendant Shakur aided and abetted Defendant JPMorgan & Chase Co. in perpetrating age discrimination, and retaliation against Plaintiff, in violation of New York City Human Rights Law, N.Y.C. Admin. Code § 8-107.

55. Defendant Shakur engaged in such unlawful aiding and abetting intentionally and maliciously, and showed a deliberate, willful, wanton and reckless disregard of Plaintiff and his rights under the New York City Human Rights Law.

56. As a direct and proximate result of Defendant Shakur's unlawful aiding and abetting, Plaintiff has suffered damages and injuries, including but not limited to loss of pay and emotional distress for which Defendants are directly and vicariously liable.

57. The aforesaid conduct of Defendants, their managers, agents and/or employees engaged in such retaliation intentionally and maliciously, and showed a deliberate, willful, wanton and reckless disregard of Plaintiff, and deprived him of his rights under the New York City Human Rights Law, thereby entitling Plaintiff to an award of punitive damages.

WHEREFORE, Plaintiff prays that this Court enter judgment in his favor against Defendants and grants the following relief:

(a) A declaratory judgment that the actions and conduct of Defendants complained of herein violates the laws of the City of New York;

(b) An award of damages in an amount to be determined at trial, plus prejudgment interest to compensate Plaintiff for all monetary and/or economic damages, including, but not limited to, the loss of past and future income, wages, compensation, seniority, and other benefits of employment;

(c) An award of damages in an amount to be determined at trial, plus prejudgment interest to compensate Plaintiff for all non-monetary damages, severe mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress, anxiety, loss of self esteem, loss of self confidence, loss of personal dignity and any other physical and mental injuries;

(d) An award of punitive damages in an amount to be determined at trial;

(e) An award of attorneys' fees, costs and expenses incurred in the prosecution of this action;

(f) Such other and further relief as this court deems just and proper.

Dated: September 18, 2015
New York, New York

Respectfully submitted,

By:



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