

IN THE SUPERIOR COURT FOR
THE DISTRICT OF COLUMBIA
CIVIL DIVISION

Tarik Jaafar,
22 Landing Square
Ashburn, VA
Plaintiff,

vs

Jason Fedash,
1101 Pennsylvania Ave. Washington, D.C.
20004; Citigroup, 388 Greenwich Street.
New York, NY 10013
& Citibank, 388 Greenwich Street.
New York, NY 10013
Defendants.

)
)
)
) Case No: 2021 CA 003135 B
)
) Jury Demand
) For Race, Religion and National Origin
) Discrimination, Harassment and Retaliation
Under the D.C Human Rights Act
(DCHRA) and Race discrimination,
harassment and retaliation under 42 U.S.C.
§1981.

INTRODUCTION

Jaafar is an Arab-American Muslim who traces his ethnicity to Morocco, Africa. Jaafar holds a Ph.D in economics and had previously served in management capacities at Wall Street's biggest financial firms, including Lehman Brothers and Credit Suisse Bank. While working for Citibank, he was their Vice President employed from January 2018 to August 2019.

In his first week of employment, Jaafar brought a twelve billion dollar (\$12,000,000,000) re-finance deal to Citibank. His Managing Director and Caucasian supervisor Jason Fedash,¹ was flabbergasted. Fedash remarked, "How can a Muslim with a deep accent originate a \$12 billion dollar loan in his first week?"

¹ Plaintiff puts the Defendant on express notice that the Plaintiff may amend the complaint before or during trial, to name persons highlighted in this complaint as individual defendants under the DCHRA and/or 42 U.S.C. §1981.

1 This would not be the last time for Fedash to express his disdain and disgust of Muslims,
2 minorities or those from Africa. Fedash would also continue to prevent Jaafar from originating
3 and finalizing billions of dollars' worth of contracts and financial transactions, because of
4 Fedash's disgust and hatred of Jaafar's race, ethnicity, national origin and religion.

6 In March 2018, Fedash informed Jaafar, "because you are Arab and a Muslim, you
7 should appreciate the fact that you are even hired by Citibank."

9 In the summer of 2018, Fedash again minced no words when he told Jaafar, "I can assure
10 you that nobody can or will hire you because of your accent, because you are brown, because
11 you are a Muslim. At Citi we always filter people, and we (Citi) do not want people of color in
12 our banks!"

14 The Defendants however had yet to admit their White Pride and the privilege that comes
15 from being White. That would occur in May 2019, when Fedash admitted that he had engaged in
16 financial fraud and despite acting unethically, he would suffer no repercussions. On this day
17 Fedash boasted,

19 "I will never get into trouble for this, because I am protected by White men. Now if that
20 happened to you Tarik, based on your background, because you are an Arab and a Muslim,
21 you would be fired on the spot. This is the power of White People."

22 A month later in June 2019, Fedash initiated a sham investigation accusing Jaafar of the
23 unauthorized use of \$180. Jaafar claimed the expenses were procured after networking with
24 clients, and a legitimate business expense.

26 It did not matter. Jaafar was placed on administrative leave.

28 Fedash was right all along. Jaafar would be terminated because in the words of Fedash,
29 Jaafar (unlike Fedash) lacked White men to protect him. Fedash would also be promoted to
30 Managing Director.
31
32

1 In the interim, Citigroup also told Jaafar to cooperate with their investigation team, on how
2 four hundred billion dollars (\$400,000,000,000) of business transactions were not procured,
3 because of Fedash's animosity towards Jaafar's protected class.
4

5 Consequently, in light of the direct evidence of discrimination administered, encouraged,
6 and promoted by the Defendants Citigroup, Citibank and Jason Fedash an action for the violation
7 of Jaafar's civil rights under 42 U.S.C. §1981 and the D.C Human Rights Act (DCHRA), D.C.
8 Code §2-1401 et seq., now follows.
9

10 **PART I. PARTIES**

- 11
12 1. The Plaintiff Tarik Jaafar is an Arab-American male who traces his ethnicity and ancestry to
13 Morocco, Africa. Jaafar is also a Muslim. He was employed by the Defendants Citigroup
14 and Citibank from January 2018 until his unlawful termination in August 2019. Jaafar is an
15 employee under D.C. Code § 2-1401.02 (9) of the D.C Human Rights Act (DCHRA). He is
16 also an employee under 42 U.S.C. §2000 et seq, for his claims under 42 U.S.C §1981.
17
- 18
19 2. The Defendant Citigroup is an American investment bank and financial services
20 corporation. Citigroup owns Citicorp, the holding company for Citibank. They are
21 considered one of the big banks that is "too big to fail."² The Defendants are employers of
22 the Plaintiff under § 2-1401-01 *et.seq*, of the DCHRA. They are also an employer under 42
23 U.S.C. §2000 et seq, for his claims under 42 U.S.C §1981.
24
- 25
26 3. The Defendant Jason Fedash is an officer of the Defendants, and a former employer of the
27 Plaintiff. Fedash is presently the, "Managing Director for Emerging Corporate and Industry
28
29
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31 ² Jeannine Aversa "CITI joins the list of companies too big to fail," AP, Nov 24, 2008.
32 <https://www.nbcnews.com/id/wbna27896532>

1 Disrupters.” Fedash is personally liable to the Plaintiff, under § 2-1401-01 *et.seq*, of the
2 DCHRA, and 42 U.S.C. §2000 et seq, for claims under 42 U.S.C §1981.

3 **PART II. JURISDICTION & VENUE**

- 4
- 5 4. This Court has subject matter jurisdiction over his DCHRA claims under D.C. Code § 2-
6 1403.16. This Court also has concurrent jurisdiction over his federal claims under 42 U.S.C.
7 §1981.
8
- 9 5. Venue is also proper in the District of Columbia because the Plaintiff was employed and
10 terminated in the District of Columbia. The Plaintiff also experienced discrimination and
11 harassment in the District of Columbia from the Defendants.
12

13 **PART III. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

- 14
- 15 6. The Plaintiff timely filed his complaint of race, religion and national origin discrimination,
16 along with harassment and retaliation with the U.S. Equal Employment Opportunity
17 Commission (EEOC) on or about December 4, 2019. The complaint was also cross filed
18 with the D.C. Office of Human Rights (OHR).
19
- 20 7. The EEOC mailed its Right to Sue to the Plaintiff on August 24, 2020.
21
- 22 8. Since March 2020, this Court has tolled all statute of limitations for claims under the
23 DCHRA because of COVID-19.
24
- 25 9. Jaafar does not need to exhaust his administrative remedies for claims under 42 U.S.C
26 §1981. The statute of limitations for claims under 42 U.S.C. §1981 is also 4-years.

27 **PART IV. STATEMENT OF FACTS**

- 28 10. The Plaintiff Tarik Jaafar is an Arab-African male. He traces his ethnicity and ancestry to
29 Morocco, Africa. He is also a Muslim. Jaafar speaks with a Moroccan accent.
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31
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1 11. Jaafar has a doctorate (Ph.D) in economics. Prior to his employment with the Defendant,
2 Jaafar served in a management capacity at Lehman Brothers, where he was employed as
3 their Director for 5 years. He was then the Managing Director at Credit Suisse Bank for 2
4 years. He was also the Managing Director at ABN Amro Bank, before he became the Vice
5 President at Citibank.
6

7
8 12. Jaafar started his employment at Citibank on January 2, 2018. Initially he was offered the
9 role as a Senior Vice President. At the time of his start, he learned that his position was Vice
10 President.
11

12 13. As the Vice President, Jaafar worked at 1101 Pennsylvania Ave. Washington, D.C. 20004.
13 He was the Vice President of the emerging market segment, part of the Defendants
14 commercial banking division.
15

16 14. Jaafar reported to Jason Fedash, the then Director of the Defendants. Fedash is Caucasian.
17 Fedash had about 9 to 12 other Vice Presidents report to him; some of these individuals
18 worked for Citi in Pennsylvania and or in New Jersey.
19

20 15. Fedash's *LinkedIn* profile has his present title as the "Managing Director-US Head of
21 Emerging Corporates and Industry Disruptors." (Ex. A). Fedash has a bachelor's degree
22 from Washington and Jefferson College.
23

24 16. Within weeks of Jaafar's start, Jaafar brought a twelve billion dollars (\$12,000,000,000)
25 project re-finance deal, converting waste to diesel, to Citibank. This was a \$428 billion
26 dollar infrastructure deal.
27

28 17. Also in January 2018, Jaafar, because of his extensive contacts in the financial industry,
29 continued to bring in billions of dollars of transactions to originate with Citibank. Jaafar's
30 clients wanted to deposit \$2.5 billion dollars in transactions with the Defendants
31
32

18. Jaafar brought the \$12 billion dollar deal to Fedash's attention. Fedash refused to let Jaafar originate or underwrite the \$12 billion dollar deal. Fedash instead told Jaafar that "we will talk about it at the Citibank meeting in San Antonio (Texas)."

Federal Rules of Evidence 801(d)(2)(D) Admissions by a Party Opponent: Jason Fedash's direct evidence of animus and hostility towards Muslims and Minorities.

19. When Jaafar checked into his hotel in San Antonio, Fedash who was sitting at the hotel bar called Jaafar over. Fedash greeted Jaafar by saying,

"How can a Muslim with a deep accent originate a \$12 billion dollar loan in his first week?"

20. Jaafar was shocked by Fedash's racist comments. He had not experienced such open and direct animosity towards his protected class. Left speechless, Jaafar walked away.

21. During his onboarding period, Jaafar also learnt that other employees (including Vice Presidents) outside his protected class, were given a sign-on bonus from one hundred thousand dollars (\$100,000) to a million dollars (\$1,000,000). Jaafar was not provided a sign on bonus. Instead, Fedash promised that Jaafar could earn five points (or 5 percent) of the total value of all financial transactions brought to the Defendants.

22. Sometime in March 2018, during his weekly one on one meetings with Fedash, Jaafar asked why unlike his peers, he did not receive any sign-on bonus. Fedash admitted that Jaafar was denied a bonus because of his race and religion.

23. Fedash said, "because you are Arab and a Muslim, you should appreciate the fact that you were even hired by Citibank." When Jaafar attempted to ask Fedash further questions, he told Jaafar, "no further questions."

24. Jaafar was very offended by his supervisor's racial, national origin, and religious animosity.

25. While employed, Jaafar would also wear three-piece tailored suits. This offended Fedash deeply. Fedash told Jaafar:

1 “I will not let an African Muslim dress up as a French and Italian model. I am warning you,
2 if you keep wearing these fancy suits, I will get you fired!”

3 26. In the summer of 2018, a private corporation had also expressed an interest in depositing
4 \$400 million dollars, along with purchasing other financial products from the Defendants.
5

6 27. Fedash continued to block these transactions because of his animus.

7 28. Fedash again admitted and told Jaafar,

8 “I do not have the knowledge, nor do I understand these deals. But if you (Jaafar) think you
9 are smarter than me, just quit right now, and go to another bank to originate those deals. I
10 can assure you that nobody can or will hire you because of your accent, because you are
11 brown, because you are a Muslim. **At Citi we always filter people, and we (Citi) do not
12 want people of color in our banks!**”

13 29. Fedash is right about the latter remark. A 2020 report by CNBC reported that only “2
14 percent of executives and senior managers are Black” at Citi.³ (Ex. **B**)

15 30. The Defendants Managing Director, and Corporate Officer, Jason Fedash admitted what
16 was suspected but now expressly confirmed: the Defendants have zero tolerance for
17 minorities and Blacks amongst their ranks.
18

19 31. To quote Fedash again, “**We do not want people of color in our banks!**”
20

21 32. But for the racial, national origin, and religious animus exhibited by the Director of
22 Citibank, Jaafar would have been entitled to large bonuses and incentives in the multiple
23 millions of dollars.
24

25 33. The Defendants denied the Plaintiff his bonus and other benefits solely because of their
26 animosity and hostility towards Plaintiff’s protected class.
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31 ³ Emma Graham, “Wall Street is Under Pressure Over Its Lack of Diversity,” CNBC, July 2,
32 2020.

34. In November 2018, Fedash told Jaafar that he would like Jaafar to attend a meeting in Baltimore. Jaafar replied that Baltimore was not in his book of business.

35. To which Fedash replied, “I am a white man, and I don’t want to go to that Black city, Baltimore.”

36. The 2019 U.S Census reports that approximately 62% of residents of Baltimore City are Black.⁴

37. Once again, Fedash expressed his disgust for minorities and Blacks, by refusing to work in a predominately Black city.

38. Jaafar was again deeply offended by his supervisor’s overt racism. He had trouble centering at work.

39. In December 2018, Jaafar asked Fedash why he had the lowest salary amongst his peers. And while Jaafar was awarded a year-end bonus of \$20,000 it was also the lowest amongst his colleagues. Jaafar was again perplexed because he had brought to the bank hundreds of billions of dollars of new deals, which should have earned Jaafar bonuses of five points based on the total value of transactions.

40. Again, Fedash wasted no time in explaining that it was because of the Defendant’s hostility towards Jaafar’s protected class.

“You do not understand why? It is because you are African, and a Muslim. You should appreciate you are in America and need to accept anything we give you, with no questions being asked”.

41. Again, this is direct evidence that the Defendant was denied a bonus solely because of his race, religion, and national origin.

⁴ <https://www.census.gov/quickfacts/fact/table/baltimorecitymarylandcounty/AGE295219>? (last visited 7/30/2021)

1 42. Jaafar was afraid of being fired, and so he left his office. He was again offended by the
2 hostility and animus expressed by the Defendant because of his protected class. Jaafar
3 during this time also wanted to report the Defendants hostility, animus and discrimination to
4 the Defendants Human Resources (HR) office. However, Jaafar had read that, employers
5 routinely fired employees for complaining about discrimination. Fedash too had made it
6 clear to Jaafar, that in a white man's world, Jaafar had no remedies.
7

8
9 43. In February 2019, Jaafar provided Fedash with 6-national life science conferences that he
10 wanted to attend, to solicit clients for the Defendants. Fedash turned all of Jaafar's request
11 down, and instead gave these assignments to Jaafar's Caucasian and American colleague,
12 Bob Christmas.
13

14
15 44. Fedash also provided Christmas with all the resources and support that Fedash refused to
16 provide to Jaafar because of Jaafar's race, religion, and national origin.
17

18 45. These conferences took place in Philadelphia, Boston, and California.
19

20 46. By attending these conferences, Christmas was also able to profit from any bonuses or
21 referrals earned at the expense of Jaafar.
22

23 47. In early 2019, a large group of Korean clients with about \$60 to \$500 million dollars in
24 revenue, were interested in investing in the Defendants corporate products. Jaafar had
25 originated this transaction, which would have entitled him to earn bonuses and other
26 monetary awards.
27

28 48. Once again, Fedash prevented Jaafar from finalizing the transaction. Fedash said to Jaafar,
29 **"Citibank was structured for white people only, we do not like to deal with clients of
30 color, or Asians."**
31
32

1 49. In Spring/Summer 2019, Jaafar contacted Julie Monaco, the “Global Head for Public Sector
2 Coverage, Corporate and Investment Bank.”⁵

3 50. Jaafar had been emailing with Monaco and provided her with a summary of his portfolio,
4 including interest by Jaafar’s clients to invest in financial products offered by the
5 Defendants. Monaco was impressed. Monaco however informed Jaafar that his portfolio
6 will be transferred to her White colleagues Geoff Hickman, John Finnigan, and William
7 Weaver in London (England). By so doing, it also meant that Jaafar would not profit from
8 any bonuses or other monetary incentives.
9

10 51. When Jaafar asked Fedash why Monaco was transferring his portfolio to Hickman,
11 Finnigan, and Weaver, Fedash again admitted,
12

13 **“You do not get it, do you? She [Monaco] is not going to let you originate those deals**
14 **under your name. You’re a foreigner, brown, Muslim, with an accent. Those deals**
15 **have to be originated under a white banker”.**
16

17 52. Fedash was also angry that Jaafar had communicated with Monaco. Fedash threatened
18 Jaafar by saying, “if you continue to communicate with others at Citi, I will find a way to
19 get you fired! Tarik, we all know that you are extremely smart, but you cannot go around
20 me. Were you to do so, I will stop everything you want to do here!”
21

22 53. Jaafar replied, “Jason, I am not going around you. I discussed my deals with you several
23 times, but every time I do that, you get upset and cut me off. I cannot handle that, and I
24 cannot let the deals pass by. That is why I reached out to Citi’s senior investment bankers.”
25

26 54. After this conversation, Fedash started minimizing his communications with Jaafar. This
27 lack of communication further prevented Jaafar from performing his duties.
28
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32 ⁵ <https://www.linkedin.com/in/monaco-julie-4772447>

1 55. In Spring/April 2019, Jaafar was in the midst of finalizing \$27 billion dollars of deposits
2 with the Defendants. There were also plans to finance a \$300 billion humanitarian project as
3 part of a concessional loan program.
4

5 56. During this period, Geoff Hickman, the Managing Director of the Defendants' Public Sector
6 group, also told Jaafar, "I still cannot understand how you do it, how you convince these top
7 [bankers] to deal with you, even though you have a weird name, unusual accent, and
8 different background."
9

10 57. Fedash also continued to block these transactions from occurring.
11

12 58. In April 2019, as part of his weekly meetings with Fedash, Jaafar asked, "why are you
13 blocking some of the biggest deals that I have brought to Citi? These deals benefit the bank
14 greatly."
15

16 59. Fedash again minced no words, as to why Jaafar's multi-billion-dollar deals were being
17 prevented. Fedash admitted it was solely because of Jaafar's race, religion, and national
18 origin. Fedash said,
19

20 **"We, White People, do not want to feel as a minority in a bank, by working with**
21 **people of color, with Muslim origin, and coming from a third world country, such as**
22 **you, being that successful. I will make sure that will never happen."**

23 60. A month later, Fedash would also concoct a scheme to terminate Jaafar for allegedly not
24 reporting less than \$100 in his expense reports.
25

26 61. In May 2019, Fedash falsely accused Jaafar of falsifying his expense report. An internal
27 investigation by Citi found no wrongdoing on the part of Jaafar.
28

29 62. When Jaafar confronted Fedash for his fraud, Fedash again admitted that because of his race
30 (White) he had greater influence and power, which gave Fedash the ability to make arbitrary
31 and false accusations against minorities, without legal repercussions from the Defendants.
32

1 63. Fedash said,

2 **“What do you think? Everybody is going to believe me, not you. I am White, you are**
3 **Brown, Arab, Muslim and coming from the third world country, so rest assured**
4 **nobody will take your side at Citibank”.**

5 64. Also in May 2019, when a Caucasian colleague made a fraudulent stock transaction, that
6 should have resulted in his termination, Jaafar asked Fedash why he (Fedash) defended the
7 Caucasian employee, who had acted unethically.
8

9 65. To which Fedash replied, “He is a white fellow. I must help him save his job. I got him out
10 of it last week.”
11

12 66. In May 2019, Fedash too admitted to Jaafar that he (Fedash) too had previously opened a
13 fraudulent Argentinian business account that lacked proper business documents for its
14 operations. Fedash too was aware that the Argentinian business lacked the legal authority to
15 operate. Fedash nonetheless opened a Citi banking account for the Argentinian business in
16 the United States and in Argentina. Fedash then boasted,
17
18

19 **“I will never get into trouble for this, because I am protected by White men. Now if**
20 **that happened to you Tarik, based on your background, because you are an Arab and**
21 **a Muslim, you would be fired on the spot. This is the power of White People.”**

22 67. Fedash was right.

23 68. A month later Jaafar would be terminated for allegedly not accurately reporting
24 approximately \$180 of his business expenses. Jaafar also maintained that his business
25 expenses were legitimate, incurred as part of networking with his clients.
26

27 69. A few weeks after asserting and bragging about the power of white privilege, Fedash in
28 May/June 2019 again initiated another scam investigation into Jaafar’s expense reports. No
29 such audit was ordered of Jaafar’s white colleagues.
30
31
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1 70. Susan Krimings (Vice President; Caucasian female) during this period was inappropriately
2 billing to the Defendants her personal rides on Uber. Fedash too was aware of Krimings'
3 improper conduct, but took no action. Fedash would also approve the expense reports of his
4 Caucasian colleague without review or analysis.
5

6 71. Fedash however would review line by line, all expense reports of his non-White
7 subordinate, Jaafar.
8

9 72. Fedash also admitted that Jaafar was being targeted specifically and because of, Jaafar's
10 race and religion. Fedash said, **"You are a Muslim and African, we need to contain you
11 and we can audit you, fire you any time we like."**
12

13 73. In June 21, 2019, Jaafar was placed on administrative leave because of an alleged
14 discrepancy of about \$180 in his expense reports.
15

16 74. Jaafar informed Citi that these were legitimate business expenses incurred as part of
17 networking with clients.
18

19 75. During this time, Jaafar also informed Citi that Fedash had been discriminating against him,
20 and that this was all part of Fedash's plans to retaliate against him, and to terminate him
21 because of Fedash's hatred and disgust of minorities, Muslims and individuals from Africa.
22 Jaafar also informed HR, including the then CEO of Citi Michael Corbat, that Citi had lost
23 billions of dollars of financial transactions because of Fedash's racial animosity towards
24 him.
25
26

27 76. On July 2, 2019, Fedash also sent an email to Catherine A. Nichols, HR Manager at Citi
28 group, with a summary of the transactions that were blocked by Fedash. (Ex. C)
29

30 77. Fedash was right all along. No one at Citi took Jaafar's complaints seriously because, to
31 quote Fedash, **"This is the power of White People."**
32

1 78. On July 18, 2019, Jaafar receives an email from Nichols. She writes:

2 “You have raised multiple business related allegations regarding Jason Fedash that have
3 been escalated for investigation. Dennis Gallagher of CSIS will be reaching out to you to
4 schedule a meeting regarding your allegations. Dennis will be emailing you next week to
5 schedule a phone interview with you.”

6 79. On August 5, 2019, Jaafar received a phone call from Fedash’s boss, Richard Banziger

7 (Caucasian male), “CCB US Country Business Head.” (Banziger had previously met Jaafar

8 in Spring 2019 to finalize a complex financial transaction. At the end of this meeting,

9 Banziger praised Jaafar for leading the meeting and answering all client questions. Banziger

10 also praised Jaafar and said, “I did not know we have such a talent on the ground.”)

11 80. As soon as Jaafar picked up the phone, Banziger informed him that he was terminated.

12 When Jaafar asked Banziger why he was being terminated, no reason was provided, other
13 than to simply state, “the decision has been made, there is nothing I can do.”

14 81. Banziger was also rude and curt towards Jaafar and refused to let Jaafar say a word.

15 82. Banziger did however want Jaafar to continue to corporate with the Defendants regarding

16 billions of dollars of lost transactions solely because of his White colleague and co-worker

17 Fedash’s racism and animus towards Jaafar.

18 83. Banziger’s last statement to Jaafar was:

19 “I need you to stay in touch with your Citi bank colleague Dennis Gallagher to help with
20 the investigation that is taking place against Jason Fedash for 400 billion dollars of deals
21 that were lost.”

22 84. On September 20, 2020, the CEO of the Defendants Jane Fraser made the following

23 hypocritical statement: “The most successful organizations stand for a clear set of values.

24 Citi is no exception. But here’s what we must recognize: just talking about our values and

25 putting them in a pretty font on our website is one thing. Actually living them, promoting

1 them and protecting them is entirely different [...] **It's not enough to see racism, we have**
2 **to root it out.”**⁶

3
4 85. The above was a sham and “feel good” statement for publicity purposes only.

5 86. Considering that Fedash was promoted to a Managing Director, for his express disdain,
6 disgust and animosity towards minorities, while suffering zero repercussions, the
7 Defendants have made certain that discrimination is rooted deep in their foundation, and that
8 discrimination is rewarded handsomely.
9

10 **PART V. CAUSES OF ACTION**

11 **Count I. Race Discrimination Under 42 U.S.C. §1981**

12
13 87. Plaintiff reincorporates by reference all the allegations above.

14 88. Plaintiff is of Arab race and ancestry, and also traces his ethnic characteristics to Morocco,
15 Africa.
16

17 89. The Defendants discriminated against the Plaintiff Tarik Jaafar on account of his
18 Arab/African ancestry, or ethnicity in violation of 42 U.S.C. § 1981 by denying him equal
19 terms and conditions of employment including but not limited to denying him bonuses, a
20 higher salary, commissions and other monetary benefits. The Defendants also exercised
21 unequal discipline solely because of his protected class. The Defendants then terminated
22 him because of his race and ethnic characteristics or alternatively on the grounds of pre-text
23 in violation of 42 U.S.C §1981.
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32 ⁶ <https://blog.CITGroup.com/2020/09/taking-action-to-close-the-racial-wealth-gap/>

1 90. The Defendants' admissible statements evidencing racial animosity is direct evidence of
2 discrimination that warrants the Plaintiff a jury trial.⁷ See *Ayissi-Etoh v. Fannie Mae*, 712
3 F.3d 572, 576-577 (D.C. Cir. 2013) (per curiam) ("Ayissi-Etoh claims that Wagner
4 explicitly denied him a raise because of his race. According to Ayissi-Etoh, Wagner said:
5 "For a young black man smart like you, we are happy to have your expertise; I think I'm
6 already paying you a lot of money." To be sure, Wagner denies making this statement. But
7 when the issue comes down to a credibility contest of this kind, we cannot resolve the
8 dispute at the summary judgment stage against the non-moving party. And the "young black
9 man" statement alone is direct evidence that in this case entitles Ayissi-Etoh to a jury trial.")

10 91. Plaintiff's discrimination was not experienced by others outside his protected class.

11 92. Defendants intentionally interfered with Plaintiff's contract of employment because of their
12 discriminatory animus towards his ancestry, race and/or ethnicity. Defendants acted in a
13 willful and wanton manner and in callous disregard for the federally-protected rights of the
14 Plaintiff.

15 93. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered
16 and is suffering considerable injury, including but not limited to loss of substantial past and
17 future salary and income, benefits and other privileges and entitlements of employment, loss
18 of professional status and career enhancing and advancement opportunities and loss of
19 retirement savings and benefits. The Plaintiff has also suffered from emotional distress
20 arising from the loss of his job, the damage to his professional reputation and the
21 embarrassment, humiliation, and indignity arising from the discriminatory conduct of
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31 ⁷ Plaintiff reserves the right to also prove his case under the *McDonnell Douglas* framework on
32 all counts.

Defendants and/or agents or employees acting on its behalf, and the stress and anxiety caused by his wrongful termination and resultant financial hardship.

94. As a consequence of Defendants' action, they are additionally liable for attorney's fees and other costs and interest in pursuit of this litigation.

Count II. Race Discrimination Under the D.C. Human Rights Act (DCHRA)

95. Plaintiff reincorporates by reference all the allegations above.

96. Plaintiff is of Arab race and ancestry, and also traces his ethnic characteristics to Morocco, Africa.

97. The Defendants discriminated against the Plaintiff Tarik Jaafar on account of his Arab/African ancestry, or ethnicity in violation of the DCHRA by denying him equal terms and conditions of employment including but not limited to: denying him bonuses, a higher salary, commissions and other monetary benefits. The Defendants also exercised unequal discipline solely because of his protected class. The Defendants then terminated him because of his race and ethnic characteristics or alternatively on the grounds of pre-text in violation of the DCHRA.

98. The Defendants' admissible statements evidencing racial animosity is direct evidence of discrimination that warrants the Plaintiff a jury trial. *See Ayissi-Etoh v. Fannie Mae*, 712 F.3d 572, 576-577 (D.C. Cir. 2013) (per curiam) ("Ayissi-Etoh claims that Wagner explicitly denied him a raise because of his race. According to Ayissi-Etoh, Wagner said: "For a young black man smart like you, we are happy to have your expertise; I think I'm already paying you a lot of money." To be sure, Wagner denies making this statement. But when the issue comes down to a credibility contest of this kind, we cannot resolve the

dispute at the summary judgment stage against the non-moving party. And the “young black man” statement alone is direct evidence that in this case entitles Ayissi-Etoh to a jury trial.”)

99. Plaintiff’s discrimination was not experienced by others outside his protected class.

100. Defendants intentionally interfered with Plaintiff’s contract of employment because of their discriminatory animus towards his ancestry, race and/or ethnicity. Defendants acted in a willful and wanton manner and in callous disregard of Plaintiff’s rights under the DCHRA.

101. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered and is suffering considerable injury, including but not limited to loss of substantial past and future salary and income, benefits and other privileges and entitlements of employment, loss of professional status and career enhancing and advancement opportunities and loss of retirement savings and benefits. The Plaintiff has also suffered from emotional distress arising from the loss of his job, the damage to his professional reputation and the embarrassment, humiliation, and indignity arising from the discriminatory conduct of Defendants and/or agents or employees acting on its behalf, and the stress and anxiety caused by his wrongful termination and resultant financial hardship.

102. As a consequence of Defendants’ action, they are additionally liable for attorney’s fees and other costs and interest in pursuit of this litigation.

Count III. National Origin Discrimination under the DCHRA.

103. Plaintiff reincorporates by reference all the allegations above.

104. Plaintiff is from Morocco, Africa.

105. The Defendants discriminated against the Plaintiff Tarik Jaafar on account of his national origin, in violation of the DCHRA by denying him equal terms and conditions of

1 employment including but not limited to denying him bonuses, a higher salary, commissions
2 and other monetary benefits. The Defendants also exercised unequal discipline solely
3 because of his protected class. The Defendants then terminated him because of his national
4 origin, or alternatively on the grounds of pre-text in violation of the DCHRA.
5

6 106. The Defendants' admissible statements evidencing animosity towards his national origin
7 is direct evidence of discrimination that warrants the Plaintiff a jury trial. *See Ayissi-Etoh v.*
8 *Fannie Mae*, 712 F.3d 572, 576-577 (D.C. Cir. 2013)
9

10 107. Plaintiff's discrimination was not experienced by others outside his protected class.
11

12 108. Defendants intentionally interfered with Plaintiff's contract of employment because of
13 their discriminatory animus towards his national origin. Defendants acted in a willful and
14 wanton manner and in callous disregard of Plaintiff's rights under the DCHRA.
15

16 109. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered
17 and is suffering considerable injury, including but not limited to loss of substantial past and
18 future salary and income, benefits and other privileges and entitlements of employment, loss
19 of professional status and career enhancing and advancement opportunities and loss of
20 retirement savings and benefits. The Plaintiff has also suffered from emotional distress
21 arising from the loss of his job, the damage to his professional reputation and the
22 embarrassment, humiliation, and indignity arising from the discriminatory conduct of
23 Defendants and/or agents or employees acting on its behalf, and the stress and anxiety
24 caused by his wrongful termination and resultant financial hardship.
25
26
27

28 110. As a consequence of Defendants' action, they are additionally liable for attorney's fees
29 and other costs and interest in pursuit of this litigation.
30
31
32

Count IV. Religious Discrimination under the DCHRA.

111. Plaintiff reincorporates by reference all the allegations above.

112. Plaintiff is a Muslim, from a predominately Muslim country, Morocco.

113. The Defendants discriminated against the Plaintiff Tarik Jaafar on account of his religion, in violation of the DCHRA by denying him equal terms and conditions of employment including but not limited to denying him bonuses, a higher salary, commissions and other monetary benefits. The Defendants also exercised unequal discipline solely because of his protected class. The Defendants then terminated him because of his religion or alternatively on the grounds of pre-text in violation of the DCHRA.

114. The Defendants' admissible statements evidencing animosity towards his religion is direct evidence of discrimination that warrants the Plaintiff a jury trial. *See Ayissi-Etoh v. Fannie Mae*, 712 F.3d 572, 576-577 (D.C. Cir. 2013)

115. Plaintiff's discrimination was not experienced by others outside his protected class.

116. Defendants intentionally interfered with Plaintiff's contract of employment because of their discriminatory animus towards his religion. Defendants acted in a willful and wanton manner and in callous disregard of Plaintiff's rights under the DCHRA.

117. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered and is suffering considerable injury, including but not limited to loss of substantial past and future salary and income, benefits and other privileges and entitlements of employment, loss of professional status and career enhancing and advancement opportunities and loss of retirement savings and benefits. The Plaintiff has also suffered from emotional distress arising from the loss of his job, the damage to his professional reputation and the embarrassment, humiliation, and indignity arising from the discriminatory conduct of

Defendants and/or agents or employees acting on its behalf, and the stress and anxiety caused by his wrongful termination and resultant financial hardship.

118. As a consequence of Defendants' action, they are additionally liable for attorney's fees and other costs and interest in pursuit of this litigation.

Count V. Race Based Hostile Work Environment Under 42 U.S.C. §1981.

119. Plaintiff reincorporates by reference all the allegations above.

120. Defendants created a hostile work environment and/or harassed Plaintiff because of his race, ethnicity and/or ancestry, the offending conduct was unwelcome, was based on Plaintiff's protected class, and was sufficiently severe or pervasive when it altered the conditions of his employment and created an abusive work environment and was imputable to his employers Citigroup, Citibank and Jason Fedash.

121. Plaintiff was deeply offended by the Defendants harassment and hostile work environment, and had trouble concentrating at work.

122. The affirmative defense of *Faragher*⁸ and *Ellerth*⁹ allows an employer to avoid strict liability for a supervisor's harassment of an employee if no tangible employment action was taken against the employee. "No affirmative defense is available, however, when the supervisor's harassment culminates in a tangible employment action, such as discharge, demotion, or undesirable reassignment." *Lutkewitte v. Gonzales*, 436 F.3d 248, 251 (D.C. Cir. 2006); *Turner v. Wash. Metro. Area Transit Auth.*, Civil Action No. 09-812 (JEB), 2011 U.S. Dist. LEXIS 157800, at *17-18 (D.D.C. Nov. 21, 2011) ("No affirmative

⁸ *Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)

⁹ *Burlington Indus., Inc. v. Ellerth*, 524 U.S. 742 (1998)

1 defense is available ... when the supervisor's harassment culminates in a tangible
2 employment action, such as a discharge, demotion, or undesirable reassignment.”)

3
4 123. Plaintiff suffered tangible employment actions from his supervisor when he was unable to
5 perform his job because of the harassment, when Fedash stopped communicating with
6 Jaafar on work related matters, and/or when he was subsequently terminated on August
7 2019.
8

9 124. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered
10 and is suffering considerable injury, including but not limited to loss of substantial past and
11 future salary and income, bonuses, monetary benefits and other privileges and entitlements
12 of employment, loss of professional status and career enhancing and advancement
13 opportunities and loss of retirement savings and benefits. The Plaintiff has also suffered
14 from emotional distress arising from the loss of his job, the damage to his professional
15 reputation and the embarrassment, humiliation, and indignity arising from the
16 discriminatory conduct of Defendants and/or agents or employees acting on its behalf, and
17 the stress and anxiety caused by his wrongful termination and resultant financial hardship.
18

19 125. As a consequence of Defendants’ actions, it is additionally liable for attorney’s fees and
20 other costs and interest in pursuit of this litigation.
21

22
23
24 **Count VI. National Origin Based Hostile Work Environment Under the**
25 **DC Human Rights Act (DCHRA)**
26

27 126. Plaintiff reincorporates by reference all the allegations above.

28 127. Defendants created a hostile work environment and/or harassed Plaintiff because of his
29 national origin, the offending conduct was unwelcome, was based on Plaintiff’s protected
30 class, and was sufficiently severe **or** pervasive when it altered the conditions of his
31
32

employment and created an abusive work environment and was imputable to his employers Citigroup, Citibank and Jason Fedash.

128. Plaintiff was deeply offended by the Defendants harassment and hostile work environment, and had trouble concentrating at work.

129. The affirmative defense of *Faragher*¹⁰ and *Ellerth*¹¹ allows an employer to avoid strict liability for a supervisor's harassment of an employee if no tangible employment action was taken against the employee. "No affirmative defense is available, however, when the supervisor's harassment culminates in a tangible employment action, such as discharge, demotion, or undesirable reassignment." 436 F.3d 248, 251 (D.C Cir. 2006).

130. Plaintiff suffered tangible employment actions from his supervisor when he was unable to perform his job because of the harassment, when Fedash stopped communicating with Jaafar on work related matters, and/or when he was subsequently terminated on August 2019.

131. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered and is suffering considerable injury, including but not limited to loss of substantial past and future salary and income, bonuses, monetary benefits and other privileges and entitlements of employment, loss of professional status and career enhancing and advancement opportunities and loss of retirement savings and benefits. The Plaintiff has also suffered from emotional distress arising from the loss of his job, the damage to his professional reputation and the embarrassment, humiliation, and indignity arising from the

¹⁰ *Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)

¹¹ *Burlington Indus., Inc., v. Ellerth*, 524 U.S. 742 (1998)

discriminatory conduct of Defendants and/or agents or employees acting on its behalf, and the stress and anxiety caused by his wrongful termination and resultant financial hardship.

132. As a consequence of Defendants' actions, it is additionally liable for attorney's fees and other costs and interest in pursuit of this litigation.

**Count VII. Religious Based Hostile Work Environment Under the
DC Human Rights Act (DCHRA)**

133. Plaintiff reincorporates by reference all the allegations above.

134. Defendants created a hostile work environment and/or harassed Plaintiff because of his religion, Islam, the offending conduct was unwelcome, was based on Plaintiff's protected class, and was sufficiently severe or pervasive when it altered the conditions of his employment and created an abusive work environment and was imputable to his employers Citigroup, Citibank and Jason Fedash.

135. Plaintiff was deeply offended by the Defendants harassment and hostile work environment, and had trouble concentrating at work.

136. The affirmative defense of *Faragher*¹² and *Ellerth*¹³ allows an employer to avoid strict liability for a supervisor's harassment of an employee if no tangible employment action was taken against the employee. "No affirmative defense is available, however, when the supervisor's harassment culminates in a tangible employment action, such as discharge, demotion, or undesirable reassignment." *Lutkewitte v. Gonzales*, 436 F.3d 248, 251 (D.C. Cir. 2006).

¹² *Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)

¹³ *Burlington Indus., Inc., v. Ellerth*, 524 U.S. 742 (1998)

1 137. Plaintiff suffered tangible employment actions from his supervisor when he was unable to
2 perform his job because of the harassment, when Fedash stopped communicating with
3 Jaafar on work related matters, and/or when he was subsequently terminated on August
4 2019.
5

6 138. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered
7 and is suffering considerable injury, including but not limited to loss of substantial past and
8 future salary and income, bonuses, monetary benefits and other privileges and entitlements
9 of employment, loss of professional status and career enhancing and advancement
10 opportunities and loss of retirement savings and benefits. The Plaintiff has also suffered
11 from emotional distress arising from the loss of his job, the damage to his professional
12 reputation and the embarrassment, humiliation, and indignity arising from the
13 discriminatory conduct of Defendants and/or agents or employees acting on its behalf, and
14 the stress and anxiety caused by his wrongful termination and resultant financial hardship.
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16

17 139. As a consequence of Defendants' actions, it is additionally liable for attorney's fees and
18 other costs and interest in pursuit of this litigation.
19
20

21 **Count VIII. Retaliation Under 42 U.S.C. §1981**
22

23 140. Plaintiff reincorporates by reference all the allegations above.
24

25 141. Plaintiff engaged in protected activities and opposition to practices made unlawful under
26 Section 1981 while employed by the Defendants.

27 142. As a result of his protected activities and opposition to practices made unlawful under
28 Section 1981, Plaintiff was subjected to an adverse employment action, upto and including
29 termination.
30
31
32

1 143. A casual connection exists between Plaintiff's protected activities and the adverse
2 employment actions taken by the Defendants.

3 144. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered
4 and is suffering considerable injury, including but not limited to loss of substantial past and
5 future salary and income, benefits and other privileges and entitlements of employment, loss
6 of professional status and career enhancing and advancement opportunities and loss of
7 retirement savings and benefits. The Plaintiff has also suffered from emotional distress
8 arising from the loss of his job, the damage to his professional reputation and the
9 embarrassment, humiliation, and indignity arising from the discriminatory conduct of
10 Defendants and/or agents or employees acting on its behalf, and the stress and anxiety
11 caused by his wrongful termination and resultant financial hardship.

12 145. As a consequence of Defendants' actions, it is additionally liable for attorney's fees and
13 other costs and interest in pursuit of this litigation.

14
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19 **Count IX. Retaliation Under the D.C. Human Rights Act**

20 146. Plaintiff reincorporates by reference all the allegations above.

21 147. Plaintiff engaged in protected activities and opposition to practices made unlawful under
22 the D.C. Human Rights Act (DCHRA) while employed by the Defendants.

23 148. As a result of his protected activities and opposition to practices made unlawful under the
24 DCHRA, Plaintiff was subjected to an adverse employment action, upto and including
25 termination.

26 149. A casual connection exists between Plaintiff's protected activities and the adverse
27 employment actions taken by the Defendants.

1 150. As a direct and proximate result of this injury from the Defendants, Plaintiff has suffered
2 and is suffering considerable injury, including but not limited to loss of substantial past and
3 future salary and income, benefits and other privileges and entitlements of employment, loss
4 of professional status and career enhancing and advancement opportunities and loss of
5 retirement savings and benefits. The Plaintiff has also suffered from emotional distress
6 arising from the loss of his job, the damage to his professional reputation and the
7 embarrassment, humiliation, and indignity arising from the discriminatory conduct of
8 Defendants and/or agents or employees acting on its behalf, and the stress and anxiety
9 caused by his wrongful termination and resultant financial hardship.
10
11
12

13 151. As a consequence of Defendants' actions, it is additionally liable for attorney's fees and
14 other costs and interest in pursuit of this litigation.
15

16 **PART VI. PRAYER FOR RELIEF**

17 **WHEREFORE**, the Plaintiff prays that this Honorable Court:

18
19 **A.** Declare that the Defendants Citigroup, Citibank and Jason Fedash, committed one or
20 more of the following acts:

21 (i). That the Defendants Citigroup, Citibank and Jason Fedash, knowingly violated the
22 Plaintiff's rights under 42 U.S.C. §1981, when they discriminated, against the Plaintiff
23 because of his race;

24 (ii) That the Defendants Citigroup, Citibank and Jason Fedash, discriminated against the
25 Plaintiff on the basis of his race, national origin and religion in violation of the D.C.
26 Human Rights Act, D.C. Code §2-1401 et seq.

27 (iii). That the Defendants Citigroup, Citibank and Jason Fedash, racially harassed the
28 Plaintiff in violation of 42 U.S.C. §1981.

29 (iv) That the Defendants Citigroup, Citibank and Jason Fedash, racially harassed the
30 Plaintiff in violation of the D.C. Human Rights Act, D.C. Code §2-1401 et seq.
31
32

1 (v) That the Defendants Citigroup, Citibank and Jason Fedash harassed the Plaintiff
2 because of his national origin, in violation of the D.C. Human Rights Act, D.C. Code §2-
3 1401 et seq.

4 (vi) That the Defendants Citigroup, Citibank and Jason Fedash, harassed the Plaintiff
5 because of his religion, in violation of the D.C. Human Rights Act, D.C. Code §2-1401 et
6 seq.

7 (vii) That the Defendants Citigroup, Citibank and Jason Fedash, retaliated against the
8 Plaintiff in violation of 42 U.S.C. §1981.

9 (vii) That the Defendants Citigroup, Citibank and Jason Fedash, retaliated against the
10 Plaintiff in violation of the D.C Human Rights Act, D.C Code §2-1401 et seq.

11 **B.** That the Court award Plaintiff damages from the Defendants Citigroup and Citibank,
12 in the amount equal to all of his accumulated lost wages and benefits, five percent of the global
13 face value of transactions brought by the Plaintiff, and other monetary benefits, including back
14 pay, front pay and benefits, punitive damages, and compensatory and emotional damages for the
15 financial, physical and emotional harm caused by Citigroup and Citibank, including pre-
16 judgment and post judgment interest and any other damages permitted under the federal and D.C.
17 laws, in an amount no less than three hundred million dollars (\$300,000,000) or any other
18 amount the Court and Jury deems fit;
19

20 **C.** That the Court award Plaintiff damages for the harm caused by the Defendant Jason
21 Fedash for the violation of the federal and DC civil rights laws, in an amount no less than five
22 million dollars (\$5,000,000) or any other amount the Court and Jury deems fit.
23

24 **D.** That the Court also award Plaintiff payment of all fees, costs and expenses inclusive
25 of attorney's fees and expert fees and any and all other remedies that the Plaintiff maybe entitled
26 to by all the laws and the powers of this Court.
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PART VII. JURY DEMAND

The Plaintiff Tarik Jaafar requests a trial by jury on all counts against all the Defendants.

/s/A.J Dhali, Esq.

DC Bar No. 495909

Dhali PLLC

1629 K. Street. NW. Suite 300.

Washington D.C. 20006

Telephone: (202) 556-1285

Facsimile: (202) 351-0518

ajdhali@dhalilaw.com

Tuesday September 31, 2021



Jason Fedash

EXHIBIT A

...

Jason Fedash

Managing Director - CCB - US Head of Emerging Corporates and Industry Disruptors

Washington, District of Columbia, United States · 500+ connections

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Citi

About

Jason's dynamic leadership career has provided consistently strong financial results with profitable growth within intensely competitive markets. He has expertise in new business development, analytical and strategic thinking, driving revenue through hands-on execution, leadership, strategic partnership building, and client relationship building/management. His drive to succeed is fueled by a strong work ethic emphasizing teamwork, accountability, and consistency in execution. He is a change agent recognized for taking under performing teams and leading those teams to out perform corporate objectives.

Activity



Jason Fedash



Citi Global Collect's FX proposition enables clients to extend a domestic payment experience to their customers, mitigate currency translation risks...

Liked by Jason Fedash

Great leaders are **not** the
best at everything.
They find people who are

Leaders who understand that leading others is a privilege also know that no one is an expert in everything. The most influential businesses are built...

Liked by Jason Fedash



Jason Fedash



A Conversation with CFO Mark Mason

Wednesday, August 4
2:30PM - 4:00PM ET

Join our Citi Finance organization and our Black Heritage Affinity for this unique event where our CFO, Mark Mason, will share his career path and personal insights on life at Citi.



Excellence and Life at Citi in one conversation - #lifeatciti

Liked by Jason Fedash

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Experience



Citi

9 years

Managing Director - US Head of Emerging Corporates

May 2019 - Present · 2 years 3 months

United States

Coverage for Companies with Revenues of 10-100MM

Director - Commercial Bank

Aug 2012 - May 2019 · 6 years 10 months

Mid-Atlantic (DC, Maryland, New Jersey, Pennsylvania, and Virginia)

Lead RM's in the Mid-Atlantic. We advise companies with sales 5-30MM and are trusted advisors to our clients for:

- Working Capital, Equipment, Owner Occupied Real Estate, and Business Acquisition Loans

- Global Cash Management Services - Lockbox, Sweep Investments, ACH, Domestic &



Jason Fedash



interest rate risk management - swaps, caps, collars

- International Banking - Trade Finance, Foreign Currency...

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Citizens Financial Group, Inc.

9 years 9 months

Senior Vice President - Commercial Banking RM (RBS Citizens)

Dec 2011 - Aug 2012 · 9 months

Greater Pittsburgh Area

Responsible for expanding existing client relationships and attracting new clients to grow a portfolio of high potential Commercial Banking clients.

Senior Vice President - Business Banking Director

Jul 2010 - Dec 2011 · 1 year 6 months

Pennsylvania and Ohio

Direct responsibility for 5 regional managers, 42 business bankers, and 1 administrative assistant with indirect responsibility for 300 branches business banking goals. Directed an annual revenue budget and expense budget. Managed both deposit and loan portfolio.

- Increased overall revenue year over year while reducing staff by 15%, improving profit and loss year over year

- Key member of the executive team making decision on incentive, goals, and overall strategy of the division...

Show more ▾

Senior Vice President - State Director - Business Banking

Jun 2008 - Jun 2010 · 2 years 1 month

Pennsylvania

Direct responsibility of 4 regional managers, 32 business bankers, and 1 administrative assistant with indirect responsibility for 160 branches business banking goals. Directed an annual revenue and expense budget. Managed both deposit and loan portfolio.

- Increased overall revenue year over year while reducing staff by 10%, improving the



Jason Fedash



Sales process and...

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● Vice President - Regional Manager, Business Banking

Dec 2005 - May 2008 · 2 years 6 months

Greater Pittsburgh Area

Responsible for 11 business bankers and indirect responsibility for 60 branches business banking goals. Managed new business goals in deposits, loans and cross sale products.

- Designed and implemented performance management system to improve team results and drive accountability within the team
- Designed and implemented a 6 step sales process to increase professionalism of team and achieve corporate objectives
- Helped in development of Business Banking University and...

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● Vice President - Producing Team Leader, Business Banking

Nov 2004 - Dec 2005 · 1 year 2 months

Greater Pittsburgh Area

Responsible for 6 business bankers and individual sales goals. Indirect responsibility for 35 branches business banking goals. Managed new business goals in deposits, loans, and cross products.

- Ranked #1 while in this position

● Assistant Vice President - Business Banking Officer

Dec 2002 - Nov 2004 · 2 years

Greater Pittsburgh Area

Responsible for individual goals in deposits, loans, and cross sale products.

- Finished #1 each year using a selling system that included, prospecting, sales process and follow up process to ensure all opportunities were maximized



Account Executive

Verizon Print Media Services



Jason Fedash



Responsible for business to business advertising sales of yellow page directories and online superpages.com spots.

- #1 Account Executive



Stockbroker

Morgan Stanley

May 2000 - Apr 2001 · 1 year

Greater Pittsburgh Area

Responsible for increasing assets. Started at 0 and ended at 15 million in assets by using cold calling skills and in person seminar presentations.

Education



Washington and Jefferson College

B.S. Economics Department · Accounting

1996 - 2000

Activities and Societies: Lambda Chi Alpha; 4 year starter on the basketball team - 2 year captain; Philosophy Minor.

Courses

Babson College

ALDP

Groups



Sandler Training by Peak Performance Management, Inc.

-



Jason Fedash



The Commercial Bankers Group

-



The Pittsburgh Business Exchange (PBEX)

-



Retail Banking Network

-



A Job Needed - A Job Posted

-

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Recommendations received

"Jason is a high energy hands on leader who delivers results! "

"It is a rare and wonderful thing when an executive has the opportunity and passion to inspire and motivate those that not only report directly to him, but that next tier down that can usually benefit most from it. Over my 10 years as a colleague at Citizens Financial Group I have only had two people in that type of a leadership position inspire me in a way that made me a better person and colleague for having worked with them and Jason is one of them. He shares his knowledge and pushes people to be the type of salesperson he knows they can be and they gladly follow his direction because they know without a doubt he will be there to support them. I look forward to one day having the opportunity to work with him again."

10 people have recommended Jason

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Jason Fedash



Contact Jason directly

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Include this LinkedIn profile on other websites



Jason Fedash

Managing Director - CCB - US Head of Emerging Corporates and Industry Disruptors



Managing Director - US Head of Emerging Corporates at Citi

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EXHIBIT B

BANKS

Wall Street is under pressure over its lack of diversity

PUBLISHED THU, JUL 2 2020•12:48 AM EDT



Emma Graham
@THEMMAGRAHAM

SHARE



KEY POINTS

Just 2.7 percent of executives, senior officials and managers are Black at Goldman Sachs.

BlackRock CEO Larry Fink has promised 30 percent more Black employees at the firm by 2024.

The death of George Floyd ignited worldwide protests aimed at addressing racial injustice and inequality.



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Protestors and police officers clash for the second morning in a row on July 1, 2020 in New York City following a budget vote. (Photo by David Dee Delgado/Getty Images)

David Dee Delgado | Getty Images

A global corporate reckoning that began in the United States after the killing of George Floyd has prompted industries long dominated by White males, such as



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Floyd's neck for 8 minutes and 46 seconds. Floyd was arrested on suspicion of using a counterfeit \$20 bill. His death ignited worldwide protests aimed at addressing racial injustice and inequality.

[Wall Street](#) has long been an industry dominated by White males. At [Goldman Sachs](#), just 2.7 percent of executives, senior officials and managers are Black. At [Citi](#), 2 percent of executives and senior managers are Black.

Closing the racial wealth gap

While companies and [banks](#) cannot single-handedly solve the systemic and historic racism that has existed in the United States since its founding, an effort is being made to try and give Black Americans a better chance at [economic](#) equality.

In addition to the obvious benefit closing the racial wealth gap would mean for affected communities, a 2019 McKinsey [report](#) projected doing so could net the U.S. economy between \$1.1 trillion and \$1.5 trillion by 2028.

“Public companies and private companies have to focus on ‘how can you show your corporate purpose,’ not just to your employees and your clients, but in every society you work,” [BlackRock](#) CEO Larry Fink told CNBC's [Hadley Gamble](#) in a World Government Summit panel last week. He added that “purposeful”



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As CEO of the world's largest asset manager, Fink oversees more than [\\$6 trillion](#) and hires 16,000 people across the globe, only 5 percent of which are Black. Global Infrastructure Partners Chairman Adebayo Ogunlesi told CNBC's Hadley Gamble that thanks to "prodding" from CEOs like Fink, business is recognizing that it has a leadership role to play in society in areas like economic and racial injustice.

Wall Street wakes up

Under pressure, banks have taken steps to do more to fight racism. Many CEOs released statements and [spoke out](#) about the killing of George Floyd, recognizing the deep divisions America faces when it comes to race.

[JPMorgan](#) CEO Jamie Dimon released a [statement](#) recognizing the "reality" of police brutality, and "coupled with the COVID crisis, highlights the inequities black and other diverse communities have and continue to face every day," vowing to do more as a firm.

[Wells Fargo](#) pledged to double Black leadership over the next 5 years at the bank. According to a memo, only 6 percent of the San Francisco-based bank's senior leaders are Black.



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The gender gap

Wall Street doesn't struggle only with racial diversity. Women are significantly underrepresented in the financial services industry.

Francesca McDonagh, the CEO of the Bank of Ireland, told CNBC the banking sector is “notoriously non-representative” of women.

“There are very few female CEOs of systemically important banks,” she said.

“When I look around at opportunities to promote women, I always look hard and fast, but there is a shortage at the senior level.”

Power Lunch

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UP NEXT | **Closing Bell** 3:00 PM ET

TRENDING NOW

Cathy,

I am copying Mr. Mike Corbat on this email.

EXHIBIT C

I am following up with you, as I mentioned many times, that I am still confused why I am suspended and what are the reasons behind the investigation as there are no grounds for it. David Greenlee did not understand what he was investigating me for.

I already explained to you his wrongdoing, he violated the equal employee right act where all employees are treated equally based on their race, color, religion, sex, and national origin. I appreciate that David Greenlee is no longer handling the investigation. I have the evidence to prove my position and he refused to verify the document in person nor did he let anybody else verify it. As I explained multiple times, due to the privacy nature of the document, I cannot be sharing it via email, fax or mail.

The impression I got from David Greenlee after I met with him in Washington, DC, was that he was confused, he did not know what he was investigating and after answering all his questions and him getting better understanding of my geographic business footprint and my duties, he would then follow up with Jason Fedash and the case would be closed. I recorded the whole conversation I had with David Greenlee in Washington, DC office. Since then, I had never heard back from him and I assumed everything was finalized until I was told that I am suspended. As you can see, everything was handled unprofessionally by David Greenlee which cost me and my family enormous pain and career defamation in the marketplace.

As I explained to you in our previous conversation, there are many deals on hold, and upon your request I am not communicating with the clients/prospects. I am afraid that I will not only lose the deals but Citi will lose the profitable deals as well. On top of that, my reputation and integrity in the market is being destroyed as we speak. My network and my prospects do not understand why I am not communicating with them. And the defamation continues...

I am looking forward to go back to work so I can take care of those numerous profitable transactions and bring them to Citi.

As I mentioned multiple times to you, I experienced racial profiling and discrimination by Jason Fedash.

Jason Fedash mentioned to me that he was under the expense report investigation as well and he could not approve a total of 12 expense reports for all other RMS. Why isn't Jason Fedash suspended? Why is not everybody treated equally?

Jason Fedash does not have the expertise and knowledge to recognize a talent in the bank. Jason Fedash did all what he could to disrespect me and discriminate against me. He kept me underpaid. During the annual review, he did all he could to frustrate me even though my level of knowledge and expertise is way above my group. He structured the lowest bonus in my group for me.

Jason Fedash admitted that I brought over 68 deals to the bank. Jason Fedash turned them all down due to the lack of his knowledge or just for "the sake of turning them down ". It is obvious that at that point, the bank lost numerous profitable deals which could have been executed.

This situation is not only immensely hurting my career at the bank but also Citi's reputation in the marketplace.

I had already explained to you which wrongdoing Jason Fedash had done with B [REDACTED] group, K [REDACTED] group, and C [REDACTED] groups in terms of racial profiling and discrimination.

As per your request, I am elaborating further on the very wealthy I [REDACTED] group which wanted to use Citi as a platform to securitize all their investments in the US as they are carrying it out in Europe. The investors approached me and requested sukuk bond- based loans.

I can talk to any Sr Citi Banker to explain to them this product. I can assure you that sukuk bonds are being traded at Citi in secondary and primary market and the world's broker dealers and investment banks are using Citi as a platform to trade sukuk bonds simply because it is the most profitable bond in the world. Jason Fedash was not aware of that fact and when I tried to explain it to him, he started yelling and screaming at me and he wanted me to tell the investors that not only we cannot help them but they should leave the country immediately, simply because they are Muslim. When he realized that I am Muslim as well, he demanded me to leave the country as well.

It has been many weeks... I am looking forward to a positive resolution to the wrong investigation which should not have taken place initially . I am looking forward to go back to work.

Thank you.

Tarik
[REDACTED]
[REDACTED]

----- Forwarded Message -----

From: Tarik J [REDACTED]
To: Nichols, Catherine A <catherine.a.nichols@citi.com>
Sent: Tuesday, July 9, 2019, 03:23:58 PM EDT
Subject: Re: Follow Up Meeting/ racial profiling and discrimination

Cathy,

Thursday at 12 pm will work for me.

Thank you

Tarik

On Tuesday, July 9, 2019, 1:48:10 PM EDT, Nichols, Catherine A <catherine.a.nichols@citi.com> wrote:

Sorry Tarik,
I had it on my calendar for today. I am not available tomorrow. Would Thursday July 11 from 12 – 1 pm work for you?

Catherine A. Nichols PHR | Citi | Employee Relations
972-653-3286

Citi Employees & Managers:

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- **HR Professional Services** | HR Policy & Workplace Concerns | 855.224.8447
- **ConnectOne** | Health, Welfare, & Payroll | 800.881.3938
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From: [REDACTED] Tarik [REDACTED] **Sent:** Wednesday, July 03, 2019 2:18 PM
To: Nichols, Catherine A [HR] <cn35782@imcnam.ssmb.com> **Subject:** Fw: Follow Up Meeting/ racial profiling and discrimination

Cathy,

Whom shall I reach out at HR in regards to my expense report investigation?

David Greenlee is the investigator. Could you please send me David Greenlee's manager contact info?

Please let me know when you would like to schedule another call as I would like to discuss color, religion and sex discrimination I experienced from Jason Fedash.

Thank you.

Tarik

----- Forwarded Message -----

From: Tarik [REDACTED]
To: Catherine A. Nichols <catherine.a.nichols@citi.com>
Sent: Tuesday, July 2, 2019, 11:06:22 AM EDT
Subject: Fw: Follow Up Meeting/ racial profiling and discrimination

Cathy,

Below please find an overview of couple deals that I submitted to Jason Fedash since I started working at Citi. Overall, I submitted over 68 deals and Jason admitted this fact.

1. Franchise opportunity- Attached please find my recent text communication with Jason Fedash in regards to the largest franchise platform in the world that was going to generate massive business for Citi in terms of FX, treasuries, cash management, loans, etc. The platform is worth several hundred billion of dollars. I reached out to Jason multiple times in efforts to find the right department at Citi that would handle the franchise platform transactions but I have not gotten any feedback.

2. In late February 2019, I submitted the file of \$55MM for office building refinance in [REDACTED] to Jason. The file was not handled well by Jason.

3. [REDACTED] is the f [REDACTED] company in the US. They committed and agreed to work with me last year by brining [REDACTED] deposits to Citi. T [REDACTED]
[REDACTED] The average [REDACTED] monthly deposit is around \$30 million dollars (\$30 million x 4,000 [REDACTED]s= \$120 billion potential monthly deposit amount).

There are 7 more similar opportunities that Jason did not let me bring to Citi due to his lack of knowledge and other [REDACTED] reasons beyond comprehension.

4. In January 2018 I sent Jason the green energy biomass- bio-fuel project which was sponsored approved and adapted by [REDACTED] which they were looking to implement nationwide. This project was going to start with \$6 billion with the final face value of approximately \$100 billion domestically and two time more in value in emerging market where Citi has presence as well. Jason did not handle the file well.

5. I submitted s [REDACTED] store chain full banking services packages to Jason Fedash. Every each chain ranges from \$60 million dollars to \$500 million dollars in revenue.

6. [REDACTED] is a Chinese world's leading [REDACTED] which provides s [REDACTED] as Uber but on a higher scale to larger geographic clientele around the world and with much higher revenue than Uber. The company was trying to introduce the pre-IPO private placement in the amount of \$12 billion dollars to the secondary market and obviously they needed a broker dealer to underwrite it for them.

I spoke to the decision maker at [REDACTED] and almost immediately afterward I received the package of \$50 million as first tier of \$12 billion dollars, which I submitted to Jason Fedash but he has never given me a concrete answer of what happened to the file and who took a look at it at Citi, if anybody.

7. I also sent Jason [REDACTED] deal . They were willing to work with me, open full banking relationship and make a deposit of \$68 million.

Attached please find my recent text communication with Jason Fedash.

I just gave you a snapshot of deals I submitted to Jason. Instead of being appreciative for my knowledge, expertise, [REDACTED] network, ad massive business that I am bringing to Citi, all what I received in return was screaming, yelling, downgrading, racial profiling and discrimination.

Thank you.

Tarik

----- Forwarded Message -----

From: Tarik J [REDACTED]
To: Nichols, Catherine A <catherine.a.nichols@citi.com>
Sent: Monday, July 1, 2019, 03:11:20 PM EDT
Subject: Re: Follow Up Meeting

Cathy,

Tomorrow at 11 a.m. will work for me.

Thank you.

Tarik

On Monday, July 1, 2019, 11:23:21 AM EDT, Nichols, Catherine A <catherine.a.nichols@citi.com> wrote:

Tarik,
Tomorrow, July 2nd at 11 am eastern time will work for me.
Please advise if this will work for you.
Thanks,
Cathy

Catherine A. Nichols PHR | Citi | Employee Relations
972-653-3286

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- **HR Professional Services** | HR Policy & Workplace Concerns | 855.224.8447
- **ConnectOne** | Health, Welfare, & Payroll | 800.881.3938
- **HR Specialist** | Manager Transactions, Records Management, & Time Cards | Contact HRSD

Tarik Jaafar

On Monday, July 29, 2019, 04:45:24 PM EDT, Miller, Catherine J <catherine.j.miller@citi.com> wrote:

Hello Tarik,

I am responding to your request to connect with me, Cathy Nichols' manager. Per your discussion last week with Cathy and Denis Gallagher, I am aware that you would like to resolve the expense report issue before providing any additional information on the other non-HR related allegations you have made. We are in the process of finishing up the expense report investigation and you can expect to hear from us on that before the end of next week. Your request to return to work is denied at this time based on the ongoing expense report investigation. Please see below where I have responded in red to the remainder of your questions.

Regards,

Cathy Miller
SVP, Employee Relations
718 248 6094

From: [REDACTED] Tarik J [REDACTED] **Sent:** Friday, July 26, 2019 2:16 PM **To:** Nichols, Catherine A [HR] **Cc:** Corbat, Michael L [CCC]; Garg, Sunil [GCB]; Banziger, Richard D [GCB-CCB]; Bowersox, Tanya M [HR] **Subject:** Fw: Follow Up Meeting/ racial profiling and discrimination

Cathy,

Mr. Corbat is copied.

As per our conversation last Wednesday, I still cannot understand why I am suspended. It thought it was a misunderstanding, now it appears to be a clear retaliation from Jason Fedash in co-operation with David Greenlee. Please remember this is about two receipts of \$80 (eighty dollars) and \$100 (one hundred dollars) which was a normal business related network activities expense, like for any other bankers in my role. As explained previously you are being investigated for falsifying your expense reports. During this time, you will remain on unpaid leave.

I requested multiple times to have Citi's representative to review the phone bill in person which is more than a proof of my position. That never took place. You have been offered the opportunity on multiple occasions to redact the information you are not comfortable forwarding to us and send it in. You are still welcome to do so if you would like. A Citi representative will not be meeting with you in person to review your documentation.

I have been defamed in the marketplace and the huge damage has been done to me, my family, my career, my reputation by Jason Fedash and David Greenlee. You mentioned that they both under investigation as of now. Are they suspended as well? Are they going thru what I am going thru? Aside from any additional allegations you may have regarding these employees, we will not be discussing any information regarding their status with you per our normal process.

I trust that equal employment opportunity act where all employees are treated equally in their workplace is present in this situation.

After my case is positively resolved and closed, as I promised Denis Gallagher on the phone, I am looking forward to work with him and help him with his investigation as the deals I brought in to Citi were all

turned down by Jason Fedash due to his lack of knowledge and other reasons beyond comprehension, which cost Citi significant losses. Per your request, you will have an opportunity to present any further allegations or details to Denis after the expense matter has been closed.

Just a brief example...

Last year, when the banking focus in my department was shifted to life sciences sector, I immediately gave Jason Fedash a verbal roadmap how that development can be structured and how the business can be generated promptly.

I was able to engage with a global [REDACTED] which was working closely with several sources that were able to securitize \$700 million in terms of funds which were strictly devoted to life sciences sector. The [REDACTED] was willing to work with me to bring the deposits in to Citi, along with getting Citi's treasury services and other banking products. In return for this, their clients may have wanted to request low leverage 100% recourse term loans. This way, Citi could have dominated a bulk of the life sciences market nationwide and witness when corporations grow and are ready to go to IPO. Obviously, the first choice of placing the IPO would be with Citi, needless to say – that would have generated enormous profit to the bank. Numerous amount of opportunities were lost due to Jason Fedash' adverse actions and his never changing feedback was : " I do not know that, I do not understand that".

As mentioned on the most recent call, I am requesting to go back to work. I am also respectfully asking you to put me in touch with your manager or escalate it to higher department that can authorize me to go back to work.

My goal is to go to Citi's Investment Banking to place the deals from my pipeline and escape the racial profiling, discriminating and abusing working environment under Jason Fedash supervision. It is in my best interest to participate in Citi's success by bringing numerous transactions to Citi that I have worked on.

Kindly advise,

Tarik

----- Forwarded Message -----

From: Tarik J [REDACTED]
To: Catherine A. Nichols <catherine.a.nichols@citi.com>
Cc: michael.l.corbat@citi.com <michael.l.corbat@citi.com> Sunil Garg <sunil.garg@citi.com> Richard D. Banziger <richard.d.banziger@citi.com> Tanya M. Bowersox <tanya.m.bowersox@citi.com>
Sent: Tuesday, July 23, 2019, 02:35:28 PM EDT
Subject: Re: Follow Up Meeting/ racial profiling and discrimination

Cathy,

Mr. Michael Corbat is copied on this email.

Just a friendly reminder, the defamation is still ongoing and is crushing my career, my integrity and my reputation in the marketplace.

[REDACTED]

I still cannot understand why I am suspended. You keep referring to the expense report. The activities in expense report are completely normal. As I stated before, the majority of my work duties besides managing existing portfolios is prospecting and generating new business to the bank. I need to network, I need to socialize, I need to attend meeting/events in my niche in order to generate business.

Please remember that we are talking about \$80 and \$100 receipts on my expense report. This is not about the expense report- this is a retaliation. Is it coming from Jason Fedash?

Since David Greenlee is under the investigation, and he was not qualified to interview me, therefore, I see a conflict of interest to even take his investigation report initially into consideration, which unfortunately had already taken place and I was consequently suspended.

My suspension is just another mechanism of discrimination, racial profiling and not respecting the equal employee rights, therefore, I am requesting to go back to work and do what I do best- originate and close deals.

The root of this investigation is false and Citi's investigation towards David Greenlee confirms that. Since David Greenlee is under the investigation for unfair treatment of another employee, is David Greenlee suspended?

Initially, I thought that my suspension was based on misunderstanding, obviously, there is no grounds for it and in my view, the expense report is just being used as a tool to retaliate against me. Since David Greenlee's report lacks fairness and transparency, the whole suspension is inaccurate and wrong first and foremost.

I am willing to communicate with Denis Gallagher, and I am requesting to go back to work so that I can bring the numerous deals to Citi which are being put on hold as of now. I need to be in touch with my network/prospects that I have been working with for over 20 years.

I need to communicate with the right people at Citi and use the right banking platform so my deals can be placed at Citi.

I need to go back to work for my personal reasons as well, so I can support my two sons and my wife and pay my bills since I am the only breadwinner in the family.

You mentioned that Jason Fedash is under the investigation presently, is he suspended?

As we already discussed on the phone Jason Fedash caused many employee-oriented rights violations according to the equal opportunity act where all employees are to be treated equally based on their race, color, religion, sex, and national origin. As you have been informed for some time now, I have been the victim of all those violations.

On top of that I feel he was retaliating against me. As I mentioned before, if you have time to listen more about Jason Fedash wrongdoing, I have much more to say. I have not described even 10% of my horrible experience under his supervision. I only sent you an overview of several billion-dollar worth deals, I was working on to bring to Citi. \$80 and \$100 receipts stopped many more omega deals to come to Citi. I do not understand the logic behind it.

The whole situation was set up from the beginning, it harmed me, my career, my family, it defamed me in the marketplace and also gave bad image to Citi in the marketplace. My deals are being placed on hold and the prospects are stunned from what is happening. This is definitely not about the expense reports, this is a retaliation.

Jason Fedash rejected many deals I had tried to bring into Citi due to his lack of knowledge or just for the sake of dismissing them for no particular reason.

[REDACTED]

For example- in my first week on the job, I submitted to him many deals- he yelled and screamed at me and told me: "to slow down". In my opinion, Jason Fedash cannot manage this segment, he does not have the knowledge, expertise nor the skills to do the job. He does not know Citi's banking products. It does not take me much time to convince global prospects to come and bank at Citi, but the embarrassing fact is that it takes Jason Fedash over a year to understand the banking product for the aforementioned prospects and once he does understand, the bulk of opportunities are lost and placed with competitors. I am particularly referring to [REDACTED] at the bank which is widely known and used at Citi (but not to Jason).

Jason Fedash cannot comprehend that Citi is a global Bank, that means that Citi have shareholders from all over the world as well as clients/prospects from all over the world. When the prospects approach Citi

bank, they approach the bank based on global banking products, that they are familiar with as they are obtaining them from other competitors. Jason Fedash cannot understand this fact and he is operating his segment as a small community bank with no vision, no road-map, no expertise, no knowledge in global banking. He is not only the liability to the bank, but he is causing significant amount of losses to the bank. During my tenure at Citi and other institutions previously, I have met with very sophisticated and brilliant prospects who know the investment capital banking products extremely well and I can assure you, they are much more acquainted with them than Jason Fedash. After I presented the deals from my prospects to Jason Fedash, the feedback I got from him was: "I do not understand this stuff, I am not familiar with it".

I understand that Citi is always looking for the top talent. When the top talent comes to Citi and when they are managed by the incompetent individual, how can the talent be recognized, and how can the talent participate in Citi's growth since they are constantly being blocked, undermined, diminished by the unskilled supervisor who has his own subjective goals and agenda. This is a huge problem...

I mentioned to you few times over the phone the omega deals I have had in my pipeline and have tried to bring to Citi, but regretfully, they were all turned down by Jason Fedash. I reached out to senior investment bankers at Citi and mentioned the types of deals I have. When it came to Jason Fedash's attention, that I am communicating with them, he was visibly upset and angry and he said to me:

"Tarik- we all know that you are extremely smart, but you cannot go around me, and I will stop anything and everything you want to do here"

I replied back to him:

"Jason, I am not going around you. I discussed my deals with you several times, but any time I do that, you get upset and cut me off. I cannot handle that, and I cannot let the deals pass by. That is why I reached out to senior investment bankers and I was waiting for the right time to mention it to you"

Obviously Jason Fedash did not like it, he stopped communicating with me, many deals were put on hold due to this lack of communication between us, such as the largest [REDACTED] franchise platform in the world (worth \$300 billion of dollars) and other large opportunities that I can give more details on further. I already sent you the text messages exchange I had with Jason Fedash proving the fact that I was requesting for him to get back to me because my [REDACTED] were staying put but Jason Fedash failed to communicate with me in the right time frame when I was trying to keep the momentum with my prospects.

As you know it is not easy to convince those kind of [REDACTED] to come and bank at Citi, but I have successfully done it.

Jason Fedash discrimination and racism adversely affected my compensation level as well. He did not take my expertise and experience into account and he structured the lowest salary base for me, with no sign up bonuses, no annual inflation raise, lowest annual bonus comparing to other colleagues in the same segment. When I tried to question my compensation and bonuses, he quickly shut me down and I figured out if I ask more questions I may be in trouble so I decided to be quiet again.

The annual review which I believe should have taken at least one hour did not take even more than 3 minutes and he asked me to leave his office promptly after.

Jason Fedash kept micromanaging me and he kept me quiet during internal meetings. I had to ask about his permission if I wanted to speak up during meetings.

I mentioned to Jason many times, that by incorporating many changes and structuring the right road-map for the segment, the Citi's revenue for the segment would increase significantly (I can guarantee that it the revenue would double) and while the expense would decrease, even based on the existing internal business which is in the portfolio already. Again, he would not let me express myself and he would quickly shut me down. he said: "this is not my duty, nor my responsibility". since these are not his duties nor his responsibility, and he is not producing, not prospecting what are his real duties?

Last year, I did not take any vacation because of his unwillingness to OK it. But Jason and other colleagues took vacations multiple times during the year.

To evaluate the deals which I had brought into Citi and which Jason Fedash subsequently rejected, I am requesting senior bankers panel gathering in banking sectors such as CMO, investment banking, capital market, CMBS, hedging, private equity, fixed income, IPO desk, global municipal infrastructure securitization and derivatives.

I can present all the deals to them and they can value how much loss to Citi Bank Jason Fedash caused YTD, and I can assure you the loss is in billions of dollars.

I am looking forward to the quick positive resolution of this unbearable situation and I would like to go back to work as early as possible. It is torturing time for myself and my family.

[REDACTED]

Regards,

Tarik

On Thursday, July 18, 2019, 03:12:23 PM EDT, Nichols, Catherine A <catherine.a.nichols@citi.com> wrote:

Tarik,

I and others have explained to you previously verbally, and in writing, that you are on an unpaid administrative leave because of the investigation into discrepancies on your Citi expense reports.

We take your concerns seriously and are in the process of looking into them. As you know, I have spoken with you on three separate occasions for several hours in total so far about your concerns. To clarify where we are:

1. You have raised concerns regarding the fairness of David Greenlee's investigation which are currently being investigated by me.
2. You have raised multiple HR-related allegations regarding Jason Fedash which also are being investigated by me.
3. You have also raised multiple business-related allegations regarding Jason Fedash that have been escalated for investigation. Denis Gallagher of CSIS will be reaching out to you to schedule a meeting regarding your allegations. Denis will be emailing you next week to schedule a phone interview with you. Thank you for your patience while we investigate your allegations.

Cathy

Catherine A. Nichols PHR | Citi | Employee Relations
972-653-3286

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On Friday, June 21, 2019 07:46:21 PM EDT, Banziger, Richard D <richard.d.banziger@citi.com> wrote:

Hi Tarik,

Thanks for reaching out. I did get your first e-mail and the telephone message from Thereza. I have been travelling since June 11th.

My recommendation is that you let this process take its course. I know you are frustrated by this.

In my experience, these issues are complex, and I am aware of the concerns you are raising.

I will be guided by the professionals who look at issues like this on a regular basis; I will trust their judgment, recommendations and conclusions.

Richard

From: [REDACTED] Tarik [REDACTED]
Sent: Friday, June 21, 2019 5:40 PM
To: Banziger, Richard D [GCB-CCB] <rb52487@imcnam.ssmb.com>; Garg, Sunil [GCB] <sg30804@imcnam.ssmb.com>
Subject: Racial profiling by Jason Fedash against Tarik Jaafar/prospects

Richard and Sunil,

I do not have access to Citi email any longer. I wanted to keep the communication channel flowing in regards to my current situation at Citi. I already called and left messages with your secretaries.

As a follow up to my last email, the racial profiling and discrimination I experienced from Jason Fedash happened to me and to several of my prospect as well. For example, during our meeting with one of [REDACTED] corporation [REDACTED] decision makers, Jason Fedash, racially profiled her by making inappropriate comments to her national origin, race and accent. As a result of this meeting, the [REDACTED] decision maker was unwilling to proceed to start the business relationship with Citi, even though, they had agreed earlier to work with me and Citi. I attribute this unfortunate decision directly to Jason's misconduct. That was a big loss to the bank - [REDACTED] could have brought \$40MM in deposits , treasury services, along with other banking services.

I trust that I will receive needed attention to resolve this unexpected situation.

[REDACTED]

Thank you.

Tarik Jaafar



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

Plaintiff

vs.

Case Number _____

Defendant

SUMMONS

To the above named Defendant: Jason Fedash, Managing Director at Citibank

1101 Pennsylvania Ave. Washington, D.C. 20004

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Clerk of the Court

Name of Plaintiff's Attorney

Address

Telephone

By _____
Deputy Clerk

Date _____

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bản dịch, hãy gọi (202) 879-4828

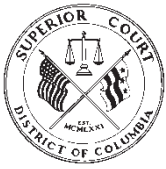
번역을 원하시면, (202) 879-4828로 전화주세요

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
Vea al dorso la traducción al español



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DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

 Demandante
 contra

Número de Caso: _____

 Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante _____

Por: _____
 Subsecretario

Dirección _____

Fecha _____

Teléfono _____

如需翻译, 请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

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IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE Oponerse a esta acción, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés
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Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

Plaintiff

vs.

Case Number _____

Defendant

SUMMONS

To the above named Defendant: Jane Fraser, Chief Executive Officer of Citigroup
388 Greenwich Street New York, NY 10013

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Clerk of the Court

Name of Plaintiff's Attorney

Address

Telephone

By _____
Deputy Clerk

Date _____

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IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

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DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

 Demandante
 contra

Número de Caso: _____

 Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

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SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante _____

Por: _____
 Subsecretario

Dirección _____

Fecha _____

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Telephone: (202) 879-1133 Website: www.dccourts.gov

Plaintiff

vs.

Case Number _____

Defendant

SUMMONS

To the above named Defendant: Jane Fraser, Chief Executive Officer of Citibank
388 Greenwich Street New York, NY 10013

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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Clerk of the Court

Name of Plaintiff's Attorney

Address

Telephone

By _____
Deputy Clerk

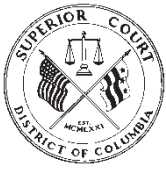
Date _____

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 Demandante
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SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante _____

Por: _____
 Subsecretario

Dirección _____

Fecha _____

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