

O'Connor v Citigroup Global Mkts., Inc.

2025 NY Slip Op 34926(U)

December 17, 2025

Supreme Court, New York County

Docket Number: Index No. 158198/2024

Judge: Leslie A. Stroth

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

PRESENT: HON. LESLIE A. STROTH PART 12M

Justice

-----X

JEFFREY O'CONNOR,

Plaintiff,

- v -

CITIGROUP GLOBAL MARKETS, INC., ARDITH LINDSEY,
MANI SINGH, JOHN AND JANE DOES 1-10, ABC
CORPORATIONS 1-10

Defendant.

-----X

INDEX NO. 158198/2024

MOTION DATE 01/31/2025,
01/31/2025

MOTION SEQ. NO. 001 002

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 50, 55

were read on this motion to/for DISMISS.

The following e-filed documents, listed by NYSCEF document number (Motion 002) 16, 17, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 56

were read on this motion to/for DISMISS.

Factual Background

Plaintiff filed his complaint on September 5, 2024, alleging he was discriminated against because of his sex, was subjected to a hostile work environment, and was wrongfully terminated in violation of both the New York State Human Rights Law (NYSHRL) and the New York City Human Rights Law (NYCHRL). (NY St Cts Elec Filing [NYSCEF] Doc. No. 1 ¶¶ 11, 16, 42-43). Plaintiff began working at Defendant Citigroup in 2016, and Defendant Lindsey was a coworker who Plaintiff alleges received a promotion to a supervisory role instead of Plaintiff. (NYSCEF Doc. No. 1 ¶ 15). Plaintiff is male and alleges the female Defendant and Defendant Citigroup discriminated against him based on his sex by allegedly aiding and abetting the discrimination of Plaintiff, allegedly giving Plaintiff disparate treatment, allegedly subjecting Plaintiff to a hostile

work environment, and allegedly unfairly promoting Defendant Lindsey. (NYSCEF Doc. No. 1 ¶¶ 11, 32, 38, 42, 51, 52, 68). Plaintiff alleges he was constructively terminated in April 2020. (NYSCEF Doc. No. 1 ¶¶ 24, 38, 42, 68).

Plaintiff alleges that Defendant Lindsey and her superior, Mani Singh (Defendant Singh), had an alleged sexual relationship while they were employed at Defendant Citigroup. (NYSCEF Doc. No. 1 ¶ 27). The claims of the alleged relationship were the subject of an unrelated Federal Case of which Plaintiff allegedly became aware, though Plaintiff does not claim that the instant case is related. (NYSCEF Doc. No. 35 ¶ 4), (NYSCEF Doc. No. 1 ¶ 28). Plaintiff claims he always knew Defendant Singh and Defendant Lindsey had a “close relationship” but was unaware of the nature of their relationship until after his employment at Defendant Citigroup. (NYSCEF Doc. No. 1 ¶¶ 26-28) (NYSCEF Doc. No. 35, Affirmation of Jefferey O’Connor ¶¶ 4, 11). Plaintiff alleges he became aware of this from Defendant Lindsey’s lawsuit against Defendant Singh, which commenced in November 2023. (NYSCEF Doc. No. 1 ¶ 28).

Procedural Background

Plaintiff filed his complaint on September 5, 2024. (NYSCEF Doc. No. 1). Defendant Citigroup and Defendant Lindsey filed the instant motions to dismiss the claims brought against them on January 31, 2025. (NYSCEF Doc. No. 16). The return date for Plaintiff to submit his papers in response to Defendant Lindsey’s motion was February 21, 2025, and all answering papers were to be submitted by February 14, 2025. (*id.*) The return date for Plaintiff to submit his papers in response to Defendant Citigroup’s motion was March 7, 2025, and all answering papers were to be submitted by February 28, 2025. (NYSCEF Doc. No. 9). Plaintiff filed his opposition to both motions on February 28, 2025. (NYSCEF Doc. Nos. 18, 34).

Defendant Lindsey sent a letter to the Court on March 3, 2025, and asked the Court to strike NYSCEF Doc. Nos. 34-49 as untimely. (NYSCEF Doc. No. 51). NYSCEF Doc. Nos. 34-49 include Plaintiff's memorandum of law in opposition to Defendant Lindsey's motion, affirmations in opposition to Defendant Lindsey's motion, and exhibits of case law. (NYSCEF Doc. Nos. 34-49).

Defendant Lindsey contends that Plaintiff failed to submit "all papers" required by the Uniform Rules for New York State Trial Courts (Uniform Rules of Court) § 202.8(a) and CPLR 2214(b) by the return date. (NYSCEF Doc. No. 51). Defendant Lindsey also argues that the late filing resulted in no opposition to Defendant Lindsey's motion to dismiss. (*id.*)

When Plaintiff filed their memorandum in opposition to Defendant Lindsey's motion, it was in response to both Defendant Citigroup's and Defendant Lindsey's motions to dismiss. Plaintiff believed Defendant Citigroup's and Defendant Lindsey's motions to dismiss would be heard on the same day due to the date Defendants filed their motions. (NYSCEF Doc. No. 52). On March 13, 2025, Defendant Lindsey again requested the Court to strike NYSCEF Doc. Nos. 34-39 as untimely and prohibited by the CPLR and Uniform Rules of Court. (NYSCEF Doc. No. 54).

In Motion Sequence 001, Defendant, Citigroup Global Markets, Inc. (Citigroup), moves to dismiss the claims brought against it by Plaintiff Jeffrey O'Connor pursuant to CPLR 3211(a)(5) and CPLR 3211(a)(7); or in the alternative, Defendant Citigroup moves to compel arbitration of any remaining claims against it under 9 U.S.C. Sec. 1 *et. seq.* and to stay litigation.

In Motion Sequence 002, Defendant, Ardith Lindsey, moves to dismiss the claims brought against her by Plaintiff Jeffrey O'Connor pursuant to CPLR 3211(a)(5) and CPLR 3211(a)(7).

Defendant was a former coworker and supervisor of Plaintiff, Jeffrey O'Connor, at Citigroup Global Markets, Inc.

Analysis

Except where otherwise expressly prescribed by law, the court may extend the time fixed by any statute, rule or order for doing any act, upon such terms as may be just and upon good cause shown, whether the application for extension is made before or after the expiration of the time fixed (CPLR 2004).

In the instant motion, Defendant Lindsey asks the Court to strike NYSCEF Documents 34-49 because Plaintiff failed to show “good cause” under CPLR 2214(c) for filing the opposition papers past the return date. (NYSCEF Doc. No. 54). Courts may, in their discretion, accept late filed papers. (*Payne v Buffalo Gen. Hosp.*, 96 AD3d 1628, 1629 [4th Dept 2012], quoting *Mallards Dairy, LLC v E & M Eng'rs & Surveyors, P.C.*, 71 AD3d 1415, 1416 [4th Dept 2010]). Courts consider “the length of delay and any prejudice” when deciding to accept late filed papers. (*id.*)

Plaintiff’s proffered reason for late filing their opposition is that he had a misunderstanding as to when the opposition papers needed to be filed. (NYSCEF Doc. No. 52). Plaintiff’s misunderstanding as to the return date is attributable to the fact that the motion to dismiss by Defendant Citigroup was filed the same day as Defendant Lindsey’s. (*id.*) Defendant Lindsey argues there is no correspondence between her and Plaintiff that would result in Plaintiff’s misunderstanding and mistaken assumption as to what the return date was. (NYSCEF Doc. No. 54). Indeed, Defendant Lindsey’s notice of motion explicitly states that answering papers were to be filed at least seven days before February 21, 2025. (NYSCEF Doc. No. 16). Despite this, the Court acknowledges that public policy favors the resolution of cases on the merits. (*see Aabel v*

Town of Poughkeepsie, 301 AD2d 739, 739 [3d Dept 2003]). In addition to public policy, the Court takes the length of the delay and any prejudice to the Defendant into consideration.

Courts have determined delays of less than one week and delays of several days to be minimal. (*Assocs. First Cap. v Crabill*, 51 AD3d 1186, 1188 [3d Dept 2008]) (*see also Payne v Buffalo Gen. Hosp.*, 96 AD3d 1628, 1629 [2012]). Here, the return date was February 14, 2025, and Plaintiff filed his opposition to the motion on February 28, 2025. (NYSCEF Doc. No. 14) (*see* NYSCEF Doc. Nos. 34-36). The Court does not find a two-week delay in filing to be overly lengthy nor prejudicial because the Court has accepted filings from parties with greater delay than Plaintiff. (*see Mallards Dairy, LLC v E & M Eng'rs & Surveyors, P.C.*, 71 AD3d 1415, 1416 [2010]). In *Mallards Dairy, LLC v E & M Eng'rs & Surveyors, P.C.*, the Court granted permission to the plaintiff to serve a late affidavit, despite the opposing papers being due approximately five weeks prior. (*id.*) Here, Plaintiff is asking the Court to accept the late filed opposition papers to Defendant Lindsey's motion. In the instant motion, the Court does not find a delay of two weeks substantial.

Prejudice towards Defendant Lindsey must be considered in determining whether Plaintiff's late filed opposition is to be considered. Defendant Lindsey has not established that she will be prejudiced if the Court considers Plaintiff's untimely opposition because Defendant Lindsey herself does not allege or offer reasons why she would be prejudiced if good cause is found. (NYSCEF Doc. No. 54). Plaintiff's attorney offers a valid excuse for the delay, and as such the Court finds that good cause has been shown.

Motion to Dismiss Pursuant to CPLR 3211(a)(5) Based Upon the Statute of Limitations

“On a motion to dismiss a complaint pursuant to CPLR [§] 3211(a)(5) on statute of limitations grounds, the moving defendant must establish, prima facie, that the time in which to commence the action has expired.” (*Gala v City of New York*, 83 Misc 3d 1275(A) [Sup Ct, Kings County 2024], quoting *Baptiste v Harding-Marin*, 88 AD3d 752, 753 [2d Dept. 2011], *lv denied* 19 NY3d 808 [2012]). “If the defendant satisfies this burden, the burden shifts to the plaintiff to raise a question of fact as to whether the statute of limitations was tolled or otherwise inapplicable, or whether the plaintiff actually commenced the action within the applicable limitations period.” (*Gala v City of New York*, 83 Misc 3d 1275(A) [2024], quoting *U.S. Bank N.A. v Bernice 380 Corp.*, 186 AD3d 1750, 1752 [2d Dept. 2020]). The Court must determine whether the statute of limitations should be equitably tolled where Plaintiff was aware of the “close relationship” between Defendant Lindsey and their manager; but became aware of the exact nature of their relationship after the statute of limitations period passed.

“Pursuant to CPLR § 214 (2) [and Administrative Code § 8-502(d)], a cause of action for discrimination under the NYSHRL and the NYCHRL [, respectively,] must be commenced within three years following the events leading to the claim.” (*Gala v City of New York*, 83 Misc 3d 1275(A) [2024], quoting *Thompson v City of New York*, 83 Misc 3d 1213(A), 2024 NY Slip Op 50701(U) [Sup Ct, Kings County 2024]). Plaintiff was allegedly constructively terminated from Defendant Citigroup in April 2020, so the statute of limitations period for his NYSHRL and NYCHRL claims ended in April 2023. Defendants established, and Plaintiff affirmed that his complaint was filed after April 2023. (NYSCEF Doc. No. 35 ¶ 9).

Plaintiff filed his complaint on September 5, 2024, and relies on the doctrine of equitable estoppel to bar Defendants' statute of limitations defense. "Equitable estoppel is appropriate where the plaintiff is prevented from filing an action within the applicable statute of limitations due to his or her reasonable reliance on deception, fraud or misrepresentations by the defendant." (*Putter v N. Shore Univ. Hosp.*, 7 NY3d 548, 552–53 [Ct App 2006]). Here, Plaintiff argues the statute of limitations should be equitably tolled because the alleged gender discrimination and power dynamics at Defendant Citigroup were concealed from him. Plaintiff asserts the information he needed to file his discrimination suit under NYSHRL and NYCHRL was not available to him until he allegedly discovered the extent of the power dynamics at play within Defendant Citigroup from Defendant Lindsey's November 2023 lawsuit against Defendant Singh. (NYSCEF Doc. No. 1 ¶ 28), (NYSCEF Doc. No. 35 ¶ 4).

Here, it does not appear that there was reasonable reliance on Defendants' words or actions that would have prevented Plaintiff from filing his action within the applicable statute of limitations period because he knew of the "close relationship" between Defendant Lindsey and Defendant Singh. (NYSCEF Doc. No. 1 ¶¶ 26-27). Plaintiff does not demonstrate how knowing of the sexual relationship between Defendant Lindsey and Defendant Singh provided him new and necessary information about his treatment at Defendant Citigroup to file this current suit. For example, Plaintiff did not need additional information from the day he was constructively terminated to allege that Defendant Lindsey was openly hostile, took actions against him to undermine him against his peers, undermined other men in the office, subjected him to disparate treatment based on his gender, wrongfully received the promotion over him, and that her relationship with Defendant Singh resulted in a hostile work environment based on Plaintiff's

gender. Additionally, upon learning of Defendant Lindsey's suit around December 2023, Plaintiff waited approximately 8 months before filing his complaint. (NYSCEF Doc. No. 1 ¶ 28).

Plaintiff fails to allege that Defendants fraudulently concealed information from him regarding the information he needed to file his complaint, and he fails to allege that he reasonably relied on Defendants' words or actions. Defendant Lindsey's lawsuit against Defendant Singh does not provide any new information that Plaintiff was unaware of to file his complaint against Defendant Citigroup and Defendant Lindsey. Therefore, Plaintiff's claims are not equitably tolled and Defendant Lindsey's and Defendant Citigroup's motions to dismiss pursuant to CPLR 3211(a)(5) are granted.

Motion to Dismiss Pursuant to CPLR 3211(a)(7)

On a motion pursuant to CPLR 3211(a)(7) to dismiss the complaint for failure to state a cause of action, the court must give the complaint a liberal construction, accept the facts alleged therein as true, provide the plaintiff the benefit of every possible favorable inference, and "determine only whether the facts as alleged fit within any cognizable legal theory"

(*Perez v Y & M Transportation Corp.*, 219 AD3d 1449, 1450 [2d Dept 2023], quoting *Leon v Martinez*, 84 NY2d 83, 87–88 [Ct App 1994]).

"The ultimate question is whether, accepting the allegations and affording these inferences, 'plaintiff can succeed upon any reasonable view of the facts stated.'" (*Perez v Y & M Transportation Corp.*, 219 AD3d 1449, 1450–51 [2023], citing *Doe v Bloomberg L.P.*, 36 NY3d 450, 454 [Ct App 2021], quoting *Aristy-Farar v State of New York*, 29 NY3d 501, 509 [Ct App 2017]). "Unlike on a motion for summary judgment where the court searches the record and assesses the sufficiency of the parties' evidence, on a motion to dismiss the court merely examines the adequacy of the pleadings." (*Silvers v Jamaica Hosp.*, 218 AD3d 817 [2d Dept 2023], quoting *Davis v Boenheim*, 24 NY3d 262, 268 [Ct App 2014]). "Therefore, whether the pleading will later

survive a motion for summary judgment, or whether the party will ultimately prevail on the claims, is not relevant on a pre-discovery motion to dismiss.” (*Oluwo v Sutton*, 206 AD3d 750, 752 [2d Dept 2022], citing *Kaplan v New York City Dept. of Health & Mental Hygiene*, 142 AD3d 1050, 1051 [2d Dept 2016], quoting *Lieberman v Green*, 139 AD3d 815, 816 [2d Dept 2016]). In the instant motions, the Court must determine whether Plaintiff adequately pled discrimination against him based on sex as it applies to Defendant Citigroup and Defendant Lindsey, respectively.

“A plaintiff alleging discrimination in employment in violation of the NYSHRL must establish that (1) she or he is a member of a protected class, (2) she or he was qualified to hold the position, (3) she or he suffered an adverse employment action, and (4) the adverse action occurred under circumstances giving rise to an inference of discrimination.”

(*Silvers v Jamaica Hosp.*, 218 AD3d 817 [2023], quoting *Ayers v Bloomberg, L.P.*, 203 AD3d at 874 [2d Dept 2022]).

“Under the NYCHRL, the plaintiff must establish that she or he was subject to an unfavorable employment change or treated less well than other employees on the basis of a protected characteristic.” (*Silvers v Jamaica Hosp.*, 218 AD3d 817 [2023], quoting *Ayers v Bloomberg, L.P.*, 203 AD3d at 874 [2022]). Here, Plaintiff establishes that he is a member of a protected class because sex is a protected class under New York State Executive Law § 296 and gender is a protected class under The Administrative Code of the Code of City of NY § 8-107 (1)(a). Plaintiff establishes he held the requisite credentials, skills, qualifications, and experience for his position at Citigroup. (NYSCEF Doc. No. 1 ¶ 13). He also asserts that he performed his duties in an exemplary manner, was consistently the highest-rated employee on desk, and had a stellar record. (NYSCEF Doc. No. 1 ¶¶ 13-14). Plaintiff alleges that despite his record and performance, he was wrongfully denied advancement by Defendant Citigroup. (NYSCEF Doc. No. 1, complaint ¶ 15). However, Plaintiff fails to allege that his advancement was denied due to

his gender and that he was denied because of discriminatory actions taken by Defendant Lindsey or Defendant Citigroup.

“An adverse employment action must be materially adverse, not merely an inconvenience or a change in job responsibilities.” (*Wright v City of Jamestown*, 118 AD3d 1432, 1434 [4th Dept 2014], quoting *Griffin v Potter*, 356 F3d 824, 829 [7th Cir 2004]). “Materially adverse actions include termination, demotion accompanied by a decrease in pay, or a material loss of benefits or responsibilities, but do not include ‘everything that makes an employee unhappy.’” (*Wright v City of Jamestown*, 118 AD3d 1432, 1434 [2014], quoting *Crews v City of Mt. Vernon*, 567 F3d 860, 869 [7th Cir 2014]).

Plaintiff not receiving the promotion over Defendant Lindsey does not constitute an adverse employment action because it is not materially adverse. Plaintiff’s alleged constructive termination may constitute an adverse employment action, but Plaintiff fails to allege an adverse employment action taken by Defendant Lindsey. (NYSCEF Doc. No. 1 ¶ 24). “[T]he threshold for constructive discharge requires allegations that the working conditions were rendered intolerable by the employer’s actions.” (*Arrospide v City of New York*, 232 NYS3d 362, 368 [Sup Ct, NY County 2025]). Even if Plaintiff sufficiently alleged that he was constructively terminated from Defendant Citigroup, Plaintiff fails to allege that it was due to Defendant Lindsey.

The Court does not find that Plaintiff alleged Defendant Lindsey “deliberately created working conditions so intolerable, difficult or unpleasant that a reasonable person would have felt compelled to resign.” (*Hunold v City of New York*, 83 Misc. 3d 1288(A) [Sup Ct, NY County 2024], quoting *Mascola v City Univ. of New York*, 14 AD3d 409, 410 [1st Dept 2005]). Plaintiff alleges that Defendant Lindsey took actions against him to undermine him among his peers, such

as eliminating Plaintiff's bi-weekly notes and preventing him from communicating with the heads of other desks. (NYSCEF Doc. No. 1 ¶¶ 21, 22). Plaintiff fails to allege that Defendant Lindsey took these alleged actions against Plaintiff because of his gender. Rather, Plaintiff alleges these alleged actions were taken to undermine him under his peers. The actions Plaintiff alleges do not constitute intolerable working conditions where a reasonable person would have felt compelled to resign if they were Plaintiff. As such, the Court finds that Plaintiff fails to allege he was constructively terminated from Defendant Citigroup because of Defendant Lindsey's actions. Therefore, he fails to plead that this adverse employment action was taken by Defendant Lindsey.

Plaintiff also fails to sufficiently allege that he was constructively terminated by Defendant Citigroup. Plaintiff does not meet the threshold for alleging constructive termination because Plaintiff fails to allege that Defendant Citigroup deliberately created intolerable working conditions. Plaintiff fails to allege how not receiving the promotion over Defendant Lindsey created intolerable working conditions. As with the allegations against Defendant Lindsey, Plaintiff fails to allege that Citigroup discriminated against him based on his sex.

Even if an adverse employment action against Plaintiff is found, Plaintiff's NYCHRL claim fails to sufficiently plead that Defendant Lindsey and Defendant Citigroup treated him worse or differently than other employees based on his sex. Plaintiff fails to allege how Defendant Lindsey herself treated him worse or differently than other employees based on his sex because Defendant Singh was the one who determined Plaintiff's duties and responsibilities as a Citigroup employee. (NYSCEF Doc. No. 1 ¶¶ 29, 35). Plaintiff fails to allege that Defendant Lindsey treated him differently than other employees because of his sex. (NYSCEF Doc. No. 1 ¶¶ 20, 21, 22, 23). For example, in Plaintiff's allegation that Defendant Lindsey was openly hostile toward him, he

states that it was because Defendant Lindsey perceived him as a threat, not because of his sex. (NYSCEF Doc. No. 1, complaint ¶ 20). For these reasons, Plaintiff fails to plead discrimination under the NYCHRL and NYSHRL against Defendant Lindsey. Plaintiff fails to plead that Defendant Citigroup treated Plaintiff worse or differently than other employees based on his sex. Plaintiff alleges during his employment at Citigroup, Defendant Lindsey was given an unjust promotion, was given the best accounts, was allowed unlimited time off the desk, was given time during work to study for a test, and other benefits that were not extended to men like Plaintiff. (NYSCEF Doc. No. 1, complaint ¶ 19). Plaintiff fails to sufficiently allege that these alleged differences in treatment by Defendant Citigroup are disparate and that they were based on Plaintiff's sex. Therefore, Plaintiff failed to sufficiently allege discrimination under NYCHRL and NYSHRL against Defendant Citigroup.

As for Plaintiff's second and fifth causes of action against Defendant Lindsey for allegedly aiding and abetting the discrimination of Plaintiff, "such a claim requires the existence of a discriminatory violation by a primary party, knowledge on the part of the aider and abetter, and substantial assistance by the aider and abetter in the achievement of the primary violation." (*Palmer v Cook*, 65 Misc 3d 374, 391 [Sup Ct, Queens County 2019]). "A pre-condition to proving aiding and abetting pursuant to NYSHRL and NYCHRL is a finding of discrimination." (*id.* at 392) Plaintiff fails to sufficiently allege discrimination based on his sex by Defendant Lindsey, and Plaintiff fails to allege Defendant Lindsey aided and abetted discrimination. While Plaintiff may sufficiently allege discrimination pursuant to NYSHRL and NYCHRL against other Defendants, Plaintiff's allegations that Defendant Lindsey aided and abetted discrimination still fails. Notwithstanding the statute of limitations to bring suit pursuant to NYSHRL and NYCHRL,

Plaintiff still fails to allege Defendant Lindsey had any knowledge or provided substantial assistance in the achievement of the alleged gender discrimination by a primary party. Plaintiff alleges that Defendant Singh, who decided Plaintiff's roles and responsibilities was influenced by Defendant Lindsey, but fails to allege that Defendant Lindsey influenced Defendant Singh to take discriminatory actions against Plaintiff based on his sex. (NYSCEF Doc. No. 1 ¶ 35). Plaintiff also alleges he was targeted by Defendant Lindsey and Defendant Singh based on his sex, but Plaintiff fails to allege knowledge and substantial assistance of gender discrimination by Defendant Lindsey. (NYSCEF Doc. No. 1 ¶ 36).

Plaintiff fails to sufficiently allege the Defendant Citigroup aided and abetted Plaintiff's alleged gender discrimination under the NYCHRL and NYSHRL. Even if the existence of a discriminatory violation by a primary party is found, Plaintiff fails to allege Defendant Citigroup's knowledge and substantial assistance in the achievement of the primary violation. Plaintiff alleges that Defendant Citigroup was aware of Defendant Lindsey and Defendant Singh's relationship and did nothing to protect Plaintiff from alleged disparate treatment and alleged harassment. (NYSCEF Doc. No. 1 ¶ 39). Plaintiff fails to sufficiently allege that Defendant Citigroup had knowledge of his alleged gender discrimination. Rather, Plaintiff alleges that Defendant Citigroup was aware of this relationship, but does not allege how this alleged knowledge of the relationship equates to knowledge of Plaintiff's alleged disparate treatment based on sex. (*id.*) Furthermore, Plaintiff fails to allege Defendant Citigroup substantially assisted in the achievement of the primary violation of Plaintiff's alleged gender discrimination. Plaintiff does not sufficiently allege that Defendant Citigroup's alleged promotion of Defendant Lindsey substantially assisted in the achievement of

a discriminatory violation by a primary party. As such, Plaintiff failed to sufficiently allege the elements of aiding and abetting under the NYCHRL and NYSHRL.

For the foregoing reasons, Defendant Lindsey's and Defendant Citigroup's motions to dismiss Plaintiff's complaint against Defendant Lindsey and Defendant Citigroup pursuant to CPLR 3211(a)(7) are granted.

Conclusion

Plaintiff's complaint against Defendant Lindsey and Defendant Citigroup is dismissed pursuant to CPLR 3211(a)(5) because his claims are time-barred. Additionally, even if there were equitable tolling, Defendants' motions would still be granted pursuant to CPLR 3211(a)(7) because Plaintiff failed to sufficiently allege his claims as to Defendant Lindsey and Defendant Citigroup.

Accordingly; it is hereby

ORDERED that Motion Sequences 001 and 002 are granted and Plaintiff's complaint as to Defendants Ardith Lindsey and Citigroup is dismissed.

The foregoing constitutes the decision and order of the court.

12/17/2025
DATE



LESLIE A. STROTH, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
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