

# EXHIBIT B

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

----- X  
MARLA CRAWFORD, :  
 :  
 :  
 Plaintiff, :  
 :  
 v. :  
 :  
 THE GOLDMAN SACHS GROUP, INC., KAREN :  
 SEYMOUR, in her individual and professional capacities, :  
 and DARRELL CAFASSO, in his individual and :  
 professional capacities; :  
 :  
 Defendants. :  
----- X

**SUMMONS**

Plaintiff designates  
NEW YORK COUNTY  
as the place of trial

The basis of the venue is: Residence  
of Defendant(s) and a substantial part  
of the events giving rise to Plaintiff's  
claims took place in New York  
County


To the above-named Defendants:

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

Dated: October 26, 2020  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By:   
\_\_\_\_\_  
Douglas H. Wigdor  
David E. Gottlieb

85 Fifth Avenue  
New York, NY 10003  
Telephone: (212) 257-6800  
Facsimile: (212) 257-6845  
[dwigdor@wigdorlaw.com](mailto:dwigdor@wigdorlaw.com)  
[dgottlieb@wigdorlaw.com](mailto:dgottlieb@wigdorlaw.com)

*Counsel for Plaintiff*

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

-----X	
MARLA CRAWFORD,	:
	:
Plaintiff,	:
	:
v.	:
	:
THE GOLDMAN SACHS GROUP, INC., KAREN	:
SEYMOUR, in her individual and professional	:
capacities, and DARRELL CAFASSO, in his individual	:
and professional capacities;	:
	:
Defendants.	:
-----X	

Index No.

**COMPLAINT**

**Jury Trial Demanded**

Plaintiff Marla Crawford, Esq. hereby alleges as follows:

**“Let’s try to put this genie back in the bottle.”**

- Karen Seymour, Esq., General Counsel, Goldman Sachs Group, commenting on how the bank should cover-up allegations of sexual misconduct by her recent hire of Darrell Cafasso, Esq. as Head of Litigation.

**PRELIMINARY STATEMENT**

1. This is an action about the most senior in-house lawyers at The Goldman Sachs Group, Inc. (“Goldman” or the “Bank”) – Karen Seymour, Esq. (General Counsel) and Darrell Cafasso, Esq. (Global Head of Litigation) – completely disregarding their legal and ethical obligations and permitting a workplace where sexual harassment is covered up and the powerful are cloaked with immunity. Ms. Crawford – an Associate General Counsel – attempted to speak up about misconduct – perpetrated by Mr. Cafasso – but the result was a broadside attack on her performance and then terminating her after more than 10 years of exemplary performance. The conduct at issue here calls into doubt all internal investigations done at Goldman and demonstrates that the Bank and its senior leaders are only concerned with protecting themselves and their executives, not the employees.

2. Mr. Cafasso, as Global Head of Litigation, is in a position of substantial power, and he used that position to romantically prey upon a much younger and vulnerable female colleague (referred to anonymously herein as “Jane Doe”) who worked in his group and reported to him. Mr. Cafasso knew this Jane Doe would be susceptible to his advances and targeted her for that reason – Jane Doe knew her performance needed improvement, she was dealing with difficult personal matters outside of work, and Mr. Cafasso would exacerbate these matters through encouraging her to drink alcohol during private offsite meetings. Mr. Cafasso is well known to engage in excessive binge drinking at work-related functions, in violation of Goldman’s policies.

3. Mr. Cafasso became so infatuated with Jane Doe and securing her affections that, even though he had only known her for a brief period of time, he made declarations of love to her as follows: **“I have feelings for you I have never had for anyone else but my wife”** **“I have these feelings for you,”** and **“I think I’m falling in love with you”** – and these statements were not reciprocated. Mr. Cafasso’s obsession with Jane Doe grew so strong that he even blamed her for his misconduct, telling her **“You’re a temptress”** and **“You’re the Devil’s pawn.”** Mr. Cafasso was not even subtle about using his position of power to advance his misconduct, promising his subordinate job benefits if she would **“return the favor.”**

4. Predictably, Mr. Cafasso’s harassment create an untenable situation for this female employee who was not interested in the form of attention Mr. Cafasso was providing and did not share his intentions. The situation was made all the worse by the fact that Mr. Cafasso’s wife found out about his conduct and called Jane Doe directly. Mr. Cafasso was eventually forced to “come clean” and told Ms. Seymour about his conduct. Rather than address the situation appropriately and engage in remedial discipline – including termination – for engaging

in such unacceptable conduct and horrific judgment, she did the opposite. Ms. Seymour and Goldman then retained Weil Gotshal & Manges LLP (“Weil Gotshal”) to conduct a bogus investigation to quickly “sweep it under the rug.” Ms. Seymour even expressly told another senior lawyer that it was a “sticky situation” and concluded: **“Let’s try to put this genie back in the bottle.”**

5. And that is exactly what happened. Ms. Crawford, who was a confidant of Mr. Cafasso’s victim and who would have been an obvious person to interview, was never approached for information. Numerous others who would have been obvious interview subjects were also not approached for their observations. In fact, when Ms. Crawford attempted to tell a senior Human Capital Management (“HCM”) member that she had relevant information and was surprised she was never interviewed, the response was that she should keep her mouth shut, not speak about the matter and she was never questioned further. Within two weeks, Mr. Cafasso was back to work as if nothing had happened, apparently with a stamp of approval from Weil Gotshal that he had done nothing unlawful, unprofessional or otherwise.

6. Rather, it was Jane Doe, the harassed female subordinate, who never returned. Jane Doe was represented by Gloria Allred, Esq. and she was likely paid a sum of money and forced out of the Bank. Jane Doe was also likely forced to sign a non-disclosure agreement preventing her from speaking about her experiences and requiring that she cooperate with Goldman should the Bank ever be sued for conduct involving Mr. Cafasso. Having paid Jane Doe to keep quiet and protect Goldman, the Bank was determined to silence anyone else who spoke up about Mr. Cafasso’s conduct.

7. As such, when Ms. Crawford complained about Mr. Cafasso’s conduct she was immediately subject to blatant retaliation. Before he was placed on leave, Mr. Cafasso lowered

Ms. Crawford’s quartile score (an internal metric used at Goldman) and at the same time raised the score for the women for whom he had sexual desires – again, hoping for her to “return the favor” as a *quid pro quo*. After he returned, and directly after Ms. Crawford raised her complaints, he gave Ms. Crawford negative comments on her previously finalized review. Ms. Crawford then complained that his conduct was retaliation – and an internal investigation rejected her complaints without any remedial measure. The day after rejecting her complaints, Ms. Crawford was told that her bonus would be decreased for the first time in her tenure. Mr. Cafasso never looked at Ms. Crawford the same and refused to work with her substantively, speak to her or assign her the work she had been accustomed to doing. Shortly thereafter, Ms. Crawford was fired – a clear and blatant effort by the Bank to get rid of an employee who spoke up against authority figures.

8. When Ms. Crawford was fired, she was told that she could continue working at the Bank through the end of November 2020, at which point she would be placed on paid garden leave through the end of January. On October 6, 2020, Ms. Crawford (through her counsel) raised a complaint that her termination constituted discrimination and retaliation. On October 25, 2020, when Ms. Crawford informed Goldman that she would be commencing litigation and would not be silenced, the next day Goldman abruptly changed course and terminated her effective *immediately* and completely shut down her access to Goldman’s email and entire electronic platform. Goldman’s retaliatory animus towards Ms. Crawford in doing so could not be more overt.

9. Plaintiff seeks declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants’ unlawful employment practices in violation of the New York

State Human Rights Law, N.Y. Executive Law §§ 290, *et seq.* (“NYSHRL”) and the New York City Human Rights Law, N.Y.C. Admin. Code §§ 8-101, *et seq.* (“NYCHRL”).

**ADMINISTRATIVE PREREQUISITES**

10. Plaintiff will file a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”). Upon receipt of a Notice of Right to Sue or other dismissal by the EEOC, Plaintiff will file an action in federal court under Title VII of the Civil Rights Act of 1964.

11. Pursuant to NYCHRL § 8-502, Plaintiff will serve a copy of this Complaint upon the New York City Commission on Human Rights and the New York City Law Department, Office of the Corporation Counsel within ten days of its filing, thereby satisfying the notice requirements of this action.

12. Plaintiff has complied with any and all other prerequisites to filing this action.

**JURISDICTION AND VENUE**

13. The Court has personal jurisdiction pursuant to Civil Practice Law and Rules (“CPLR”) §301 because Defendant Goldman is a New York corporation and has its principal place of business located at 200 West Street, New York, New York 10282.

14. Venue is proper pursuant to CPLR §503 as Defendant Goldman is a corporate resident of New York County and a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this county.

**PARTIES**

15. Plaintiff Marla Crawford is a resident of New York and is a former Vice President, Associate General Counsel in the Litigation & Regulatory Proceedings group at

Goldman. At all relevant times, Ms. Crawford met the definition of an “employee” under all applicable statutes.

16. Defendant The Goldman Sachs Group, Inc. is a corporation duly organized under the laws of the State of Delaware and is registered as a foreign business corporation in the State of New York. At all relevant times, Goldman Sachs met the definition of an “employer” under all applicable statutes.

17. Defendant Karen Seymour is Goldman’s General Counsel. At all relevant times, Ms. Seymour met the definition of an “employer” under all applicable statutes and exercised the authority to control Ms. Crawford’s employment, including her work assignments, pay and responsibilities.

18. Defendant Darrell Cafasso is Goldman’s Global Head of Litigation. At all relevant times, Mr. Cafasso met the definition of an “employer” under all applicable statutes and exercised the authority to control Ms. Crawford’s employment, including her work assignments, pay and responsibilities.

**FACTUAL ALLEGATIONS**

**I. Background**

19. Ms. Crawford is a highly accomplished attorney with more than three decades of litigation experience. Ms. Crawford started her legal career at Jones Day, where for 22 years she amassed extensive litigation experience in securities, patent, bankruptcy, product liability and general commercial litigation cases.

20. Ms. Crawford also developed an expertise in the evolving area of e-discovery, including the retention, collection, review, maintenance and production of electronically-stored



information. Ms. Crawford has become a recognized expert, author and speaker on document retention and e-discovery.

21. In 2010, Ms. Crawford joined Goldman as a Vice President (“VP”), Associate General Counsel. Ms. Crawford was the global e-discovery manager and she built an internal e-discovery program from the ground up. Ms. Crawford also managed e-discovery with outside counsel in numerous litigations and revamped the entire e-discovery processes and vendor selections. In a matter of only two years, Ms. Crawford’s e-discovery management resulted in a savings of approximately \$30 million annually.

22. In 2012, Ms. Crawford transitioned from the General Counsel’s office to the Litigation and Regulatory Proceedings group. Ms. Crawford continues to be the Bank’s primary e-discovery expert and also manages a full case load focusing on complex commercial and securities litigation and regulatory.

23. During Ms. Crawford’s ten-year tenure, she has consistently received “Outstanding” marks on her 360-degree performance feedback reviews, coupled with substantive comments that have been uniformly laudatory.

24. In 2018, Ms. Crawford was described as a “true functional subject matter expert” and an “invaluable go-to person on e-discovery.” In addition to “broadening the value she brings” due to expanded areas of expertise and achieving “substantial cost savings to the firm,” her review also noted that she has “excellent judgment” and is a “clear, concise and effective communicator who is able to distill legal concepts effectively to business people and non-lawyers.” In sum, Ms. Crawford was assessed as having “an incredible work ethic, thoroughness, creative problem-solving abilities and strong leadership and execution capabilities to every project.”

25. Ms. Crawford's 2018 review was nothing new – all of her previous performance reviews follow the same pattern and are completely consistent with heaping praise and appreciation. In 2019, the pattern held true – Ms. Crawford was again rated “Outstanding” and the review noted her successful contribution to the overhaul of the Bank's information governance processes, a massive task:

This year Marla was asked by leadership to apply her expertise to overhaul the firm's litigation hold and document retention system process in order to streamline them and lower costs, while ensuring that the firm remains in compliance with applicable legal and regulatory requirements in the US and UK. She worked effectively with stakeholders to accomplish this and received positive feedback for her ability to think strategically across jurisdictions.

26. Other remarks by Ms. Crawford's colleagues described her as, “extremely valuable,” “incredibly helpful,” “a terrific resource,” “a global thinker,” “showing strong organization, prioritization, work ethic and judgment,” “[having] a great technical understanding of risks,” and “[having] [e]xtensive subject matter expertise.” Poignantly, Ms. Crawford was assessed as being “Not scared to highlight issues . . . to ensure the firm makes the right decisions.”

27. Ms. Crawford's 2019 review, in its original form, did not contain a single negative or critical remark. However, as described below, this would change, but only *after* Ms. Crawford raised complaints of sexual misconduct and acted as an advisor and confidant to a sexual harassment victim.

28. In early 2018, Ms. Seymour was hired as Goldman's General Counsel ("GC").<sup>1</sup> Ms. Seymour had previously been a Partner at Sullivan & Cromwell LLP ("Sullivan Cromwell") where her husband, Samuel W. Seymour, was also a Partner and remains in an Of Counsel role.

29. One of Ms. Seymour's early decisions was to hire a new Head of Litigation, after Norman Feit retired. Ms. Seymour hired her former Partner at Sullivan Cromwell, Mr. Cafasso.

30. Mr. Cafasso was a controversial hire for many at the Bank.

31. Mr. Cafasso was 42 years old and light on experience relative to other qualified candidates, and he was rumored to have had sexual misconduct issues at Sullivan Cromwell.

32. In particular, many felt Ms. Seymour should have promoted internal candidates with more experience. Ms. Seymour did not appear to even consider any female candidates or any other minority group lacking appropriate representation in Goldman's legal department. Currently, Ms. Seymour and her direct reports are all white.

33. Many felt Ms. Seymour's choice was favoritism towards her Sullivan Cromwell colleague – and for Ms. Seymour, it was important that her selection worked out.

## **II. Ms. Crawford Reports Sexual Misconduct by Jeff Isaacs**

34. In or around November 2018, Goldman hired Mr. Cafasso as the Global Head of Litigation. Though Ms. Crawford reported directly to a different Managing Director, Mr. Cafasso was at the top of her organizational chart.

35. While Ms. Crawford fully respected his position, she was aware of his rumored indiscretions at Sullivan Cromwell and was concerned about the impact he would have on the

---

<sup>1</sup> Initially, Ms. Seymour was co-GC with Gregory Palm, Esq., who also previously worked at Sullivan Cromwell. Ms. Seymour became the sole GC in early 2019.

Bank's culture in ongoing women's empowerment, particularly in the wake of #MeToo movement, of which Ms. Crawford was and remains an ardent supporter.

36. Just weeks after Mr. Cafasso started, a situation arose involving inappropriate conduct by a senior member of the legal department, Jeff Isaacs (then-Chief Operating Officer of Legal; currently Managing Director, Corporate and Workplace Solutions) towards a much younger woman.

37. In mid-December 2018, during a legal department holiday party at L'Angolo restaurant, a female Legal Analyst confided in Ms. Crawford that Mr. Isaacs made her feel uncomfortable by constantly staring and leering at her. This Legal Analyst also said she knew other women who had worked with him felt the same way.

38. This was unfortunately not a surprise to Ms. Crawford. Several years earlier, she had seen Mr. Isaacs position himself behind the desk of a female Assistant and peer down her blouse at her breasts. Ms. Crawford even directly told Mr. Isaacs to stop after he had done it repeatedly.

39. The day after the holiday party, Ms. Crawford spoke to the Legal Analyst and said she felt obligated to report Mr. Isaacs' behavior up the chain but wanted to do so with her permission and approval. She approved.

40. In the days that followed, Ms. Crawford first reported these complaints to her direct manager. Her manager was concerned and told Ms. Crawford that she had an obligation to report Mr. Isaacs' conduct to Ms. Seymour but recommended that she first register the complaint with Mr. Cafasso, given that he was the head of their group.

41. It was widely discussed in Goldman's legal department – though never documented – that internal complaints should stay within the legal department and not be reported to Goldman's HCM group.

42. Either that day or the day after, Ms. Crawford followed her manager's recommendation and spoke to Mr. Cafasso. Mr. Cafasso had no reaction or demonstration of concern and agreed that she should speak to Ms. Seymour.

43. Later that evening, after regular working hours, Mr. Cafasso emailed Ms. Crawford and asked her to call his cell phone. Ms. Crawford did as directed, and Mr. Cafasso said he wanted more information and wanted to know what she planned to say to Ms. Seymour. The entire tone of the conversation was not one of a senior leader interested in genuine fact gathering, but of Mr. Cafasso's desire to protect himself in any future conversations he might have with Ms. Seymour so that he was not surprised by any issues raised.

44. Shortly after her conversation with Mr. Cafasso, she reported the matter to Ms. Seymour. Ms. Crawford recounted to her everything the Legal Analyst had told her and also recounted her previous personal observations of Mr. Isaac's unacceptable behavior, including his earlier conduct with the Assistant.

45. Ms. Crawford had also been told that Mr. Isaacs would "rate" women's looks around the office, an activity that often occurred during men-only lunch outings to the Bank's cafeteria. Ms. Crawford heard that Mr. Isaacs said that "**there was a lot more talent at Goldman than at Prudential if you know what I mean.**" Ms. Seymour said she would try to understand Mr. Isaac's behavior and that she would "handle it."

46. However, Ms. Crawford is not aware of any bona fide investigation ever conducted. For instance, Ms. Crawford was never interviewed. Ms. Crawford felt that rather

than take her concern seriously, all she had accomplished was establishing herself as a “complainer” to Mr. Cafasso, her new boss, and to Ms. Seymour, his boss.

### **III. Mr. Cafasso’s Excessive Drinking, Sexual Harassment and Favoritism**

47. The holiday party also raised another issue for Ms. Crawford – Mr. Cafasso’s binge drinking. However, surely Ms. Seymour and others who knew Mr. Cafasso were previously well aware of his irresponsible drinking.

48. Mr. Cafasso drank excessively at the party and was extremely intoxicated to the point of slurring his words. Ms. Crawford recalls Mr. Cafasso literally “chugging” wine as if it were water.

49. When the party was over, he continued the evening with a smaller group at a nearby bar. This was extremely ill-advised behavior for a new senior lawyer at his first major social outing since joining Goldman, as everyone observed his inappropriate conduct.

50. Mr. Cafasso’s conduct directly violated Bank policy:

Firmwide Policy – Alcoholic Beverages . . . The firm expects employees to use moderation and good judgment in the consumption of alcoholic beverages at business-related functions, whether on or off premises.

51. Ms. Crawford was concerned about this behavior by someone in leadership and thought it could lead to myriad potential problems.

52. Thereafter, Mr. Crawford heard from colleagues that Mr. Cafasso would regularly drink to excess. Ms. Crawford did not formally report Mr. Cafasso’s conduct as she had just raised a complaint about Mr. Isaacs and was concerned about being labeled as an instigator.

53. Moreover, Mr. Cafasso’s drinking was hardly a secret as others at the Bank had come to know that he frequently drank to excess.

54. Ms. Crawford’s concerns quickly materialized further. In late August 2019, a junior lawyer in Mr. Cafasso’s litigation group reported to Ms. Crawford that Mr. Cafasso had asked her out for drinks, and that they had gone to P.J. Clarks in Brookfield Place.

55. Notably, this junior lawyer is young and conventionally attractive, and Mr. Cafasso never invited Ms. Crawford or any other middle-aged women in the office out socially.

56. Jane Doe worked within Mr. Cafasso’s group and was an under-performer whose position and compensation was vulnerable due to her previous performance reviews.

57. Furthermore, while Jane Doe is an extremely smart and competent lawyer, she was dealing with things in her personal life that would create sensitivity for anyone.

58. The timing of Mr. Cafasso’s invitation was also clearly planned – in the last week of August nearly everyone was out of the office on vacation, providing an additional level of cover for him to ask her out.

59. Jane Doe told Ms. Crawford that she accepted Mr. Cafasso’s invitation (she did not feel she had a choice given that he was her boss’s boss) and that during the evening he had at least five drinks.<sup>2</sup>

60. As Jane Doe described it, Mr. Cafasso spoke to her about extremely personal matters, including his unhappiness with his role at the Bank and his dissatisfaction with his marriage.

61. On the latter topic, he told her that he and his wife met when they were very young, that they had been together for a very long time and that he felt “something was missing.”

---

<sup>2</sup> Jane Doe also told Ms. Crawford that after having five drinks and clearly being inebriated, Mr. Cafasso drove home to New Jersey, which was completely unsafe and made her highly uncomfortable.

62. Mr. Cafasso told Jane Doe that he thought she was “beautiful” and asked her questions about her personal life as well.

63. It was clear to Jane Doe – and to Ms. Crawford as it was being relayed – that Mr. Cafasso was flirting with her, attempting to create an intimate relationship and making sexual overtures. Ms. Crawford told Jane Doe to be careful.

64. Ms. Crawford felt this conduct was inappropriate and constituted harassment of a younger woman in violation of then Bank’s policies.

65. Over the next several weeks, Mr. Cafasso and Jane Doe continued to see each other socially, and Jane Doe would confide in Ms. Crawford about their numerous outings – all of which involved heavy drinking and no food.

66. Mr. Cafasso became increasingly more overt and brazen with his overtures, feeding Jane Doe lines such as:

- **“I have feelings for you I have never had for anyone else but my wife”**
- **“I have these feelings for you.”**
- **“I think I’m falling in love with you.”**

67. Moreover, Mr. Cafasso and Jane Doe started having frequent “closed door” meetings in his office – far beyond what might have been reasonably necessary for their work.

68. On several occasions, when these meetings were happening, Ms. Crawford made an effort to make eye contact with Mr. Cafasso (office walls are glass and fully transparent) and express her clear objection to his conduct – Mr. Cafasso’s face would become red and he would quickly end the meetings.



69. Perhaps to further avoid suspicion, they would both sometimes “disappear” for extensive periods of time in the middle of the workday – but, this only heightened suspicions, particularly when they would re-emerge around the same time.

70. Very quickly, it became clear to people in the office that there was something going on between Mr. Cafasso and Jane Doe.

71. While Ms. Crawford’s manager was out of the office on vacation when the relationship started, she returned after Labor Day and quickly learned about the romance.

72. In addition, the group Paralegals and Assistants could all see what was happening. This created an extremely uncomfortable situation for everyone.

73. Ms. Crawford and the Paralegals and Assistants (all women in their 50s and 60s) were all very concerned for Jane Doe, as they could sense that Mr. Cafasso was using his position of power to prey upon her and worried that she might find herself in a difficult situation.

74. As these weeks progressed and Mr. Cafasso’s infatuation with Jane Doe grew, Jane Doe shared with Ms. Crawford that she was becoming increasingly uncomfortable.

75. Upon information and belief, Mr. Cafasso and Jane Doe’s relationship became physical.

76. However, while Jane Doe wanted a positive working relationship with Mr. Cafasso, particularly given her previous reviews, she decided that did not want his attention in a sexual or intimate manner.

77. Yet she also felt trapped given the power dynamic in the relationship.

78. Jane Doe felt that she had no control over Mr. Cafasso’s ever-growing attention towards her and had no ability to cut it off without harming her career.

79. For instance, Jane Doe told Ms. Crawford that Mr. Cafasso even directly told her, “I’m going to help you come review time, and you can *return the favor* . . .” Jane Doe felt that she was becoming obligated to do *favours* for Mr. Cafasso if she wanted to succeed.

80. Mr. Cafasso then did exactly as promised.

81. Later in September 2019, Mr. Cafasso completed annual scorecards in which he ranked his departmental reports pursuant to a quartile grid.

82. While the scores and scoring process are not disclosed to employees, Ms. Crawford’s understanding is that she was scored in one of the top quartiles (i.e. quartiles “1” or “2,” but no lower than “3”), consistent with her overwhelmingly positive reviews.

83. Ms. Crawford believes that Jane Doe had been scored a “4” in 2018.

84. However, in 2019, Jane Doe was ranked a “2,” while Ms. Crawford was ranked a “4.”<sup>3</sup> Mr. Cafasso rewarded Jane Doe based on their intimate relationship and his expectation that she would “return the favor” and lowered Ms. Crawford’s score because she was not providing sexual favors.

85. In effect, it became clear to Ms. Crawford that Mr. Cafasso was doling out job benefits to a woman who he hoped would engage in extra-curricular activities with him, while those who did not – like her – would suffer.

86. Mr. Cafasso was also aware that Ms. Crawford knew about his misconduct and surely factored that into his decision to lower her quartile rank.

---

<sup>3</sup> As stated, the scores are not generally provided to employees. However, as mentioned below, when Ms. Crawford’s manager later disclosed to Ms. Crawford that Mr. Cafasso included negative remarks in her performance review, she also disclosed to Ms. Crawford that Mr. Cafasso had lowered her quartile score.

87. In October 2019, Jane Doe realized that she could no longer handle the situation with Mr. Cafasso. In part, upon information and belief, this was due to Mr. Cafasso’s wife – who had apparently learned of the relationship – calling her to say that she knew about the relationship and was “praying for her.”

88. Jane Doe told Ms. Crawford and Ms. Crawford’s manager that she was scared and did not know what to do.

89. Mr. Cafasso told Jane Doe several times that he was ending their relationship, only to then continue his pursuit – usually when alcohol was involved – shortly thereafter.

90. Mr. Cafasso made Jane Doe feel as though it was her fault – not his – for his conduct. Although he was the clear aggressor, he would tell her, “**You’re a temptress**” and bizarrely told her “**You’re the Devil’s pawn.**” Jane Doe continued to get pulled back into this relationship, which made her feel extremely uncomfortable and used.

91. Finally, the situation reached a tipping point. Jane Doe told Ms. Crawford that Mr. Cafasso realized he had “gone too far” when he promised her job benefits in exchange for “favors” from her in return, and that he wanted to get out in front of it before Jane Doe filed a complaint.

92. Accordingly, on Friday, November 1, 2019, Mr. Cafasso self-reported to Ms. Seymour that he had developed an intimate relationship with Jane Doe, that he had told his wife and that he was going to end it.

93. Later that day, without any warning, Mr. Cafasso called Jane Doe while she was at the office and told her that his wife was with him on speakerphone. Mr. Cafasso and his wife told Jane Doe that the relationship was over.

94. Jane Doe was completely caught off-guard by this call and was left shaking and in tears, and was forced to leave the office to avoid further embarrassment.

95. Jane Doe returned to the office on Monday, November 4, 2019, but it was clear to everyone that she did not look like herself – she was shaking, looked unkempt and appeared unwell. Ms. Crawford urged her to leave the office and go to a doctor, which she did.

96. That was the last day Jane Doe ever set foot at Goldman – she never returned.

97. Jane Doe was represented by Gloria Allred, Esq. and Goldman likely paid a sum of money to force Jane Doe to leave, to force her to keep her experiences confidential and to force her to cooperate with Goldman in the future. This demonstrates the importance Goldman placed of protecting their senior lawyers and making sure to silence anyone who had the courage to speak up against Mr. Cafasso and Goldman.

#### **IV. Retaliation Against Ms. Crawford Upon Mr. Cafasso's Return from Leave**

98. For his part, Mr. Cafasso was placed on an administrative leave.

99. Goldman retained Weil, Gotshal & Manges LLP (“Weil Gotshal”) to conduct a so-called “independent” investigation. However, there was nothing at all independent about it.

100. The investigation was conducted jointly between Weil Gotshal, Gena Palumbo (Managing Director, Associate General Counsel in the Employment Group) and Aimee Hendricks<sup>4</sup> of HCM, likely so Goldman could ensure the necessary level of control over the process and outcome.

---

<sup>4</sup> Earlier this year, Ms. Hendricks was named as a defendant in Blumenthal v. Goldman Sachs, Group, Inc., No. CGC-20582812 (CA. Sup. Ct., S.F. Cty.). Mr. Blumenthal alleged horrific assault, battery and horrific mistreatment by his superior including “threats to have him killed” if he reported the misconduct. Dkt No. 1 at ¶¶ 25, 29, 47 Mr. Blumenthal alleged, in part, that he registered his complaints in writing to Ms. Hendricks and did not hear back for almost a month, and that when she did respond she said only “we have taken actions we have

101. Moreover, whether Goldman was directly involved in the investigation or not, it was completely tainted from the start and was expressly set up to clear Mr. Cafasso of wrongdoing. One of Ms. Crawford’s colleagues told her that directly.

102. Upon information and belief, Goldman apparently went so far as to contact a nearby hotel that Mr. Cafasso and Jane Doe had gone to together to buy security footage to ensure it did not get in the wrong hands.

103. While Mr. Cafasso was out, Ms. Seymour spoke to Ms. Crawford’s manager and acknowledged that this was a “sticky” situation and said to her: **“Let’s try to put this genie back in the bottle.”**

104. Ms. Crawford was not interviewed for the investigation.

105. Ms. Crawford’s manager was not interviewed for the investigation.

106. Upon information and belief, Goldman and/or Weil Gotshal intentionally excluded many other relevant witnesses to cover the entire matter up as much as possible in their efforts to follow Ms. Seymour’s goal to “put this genie back in the bottle.”

107. The investigation was conducted in such a way as to put secrecy above fact-finding, and Goldman and Mr. Cafasso’s well-being above everything else.

108. Ms. Seymour, who was responsible for hiring Mr. Cafasso, was personally vested in ensuring his success and she was clearly involved in how this matter was handled.

109. Mr. Cafasso was quickly back to work within two weeks, potentially putting other junior women in a vulnerable position.

---

deemed appropriate.” *Id.* at ¶ 29. Ms. Hendricks clearly has a track record of taking inappropriate actions in response to very serious complaints.

110. Mr. Cafasso’s swift return – and Jane Doe’s abrupt departure – sent a clear message to everyone aware of the situation that Goldman would fully protect senior men who engage in misconduct towards women, and that victims would be forced out and muzzled.

111. Those in the office who were aware of Mr. Cafasso’s relationship with Jane Doe were certain he could not possibly be allowed to return. Mr. Cafasso – a married man – preyed upon a vulnerable younger woman and used his position of power to assert control over her.

112. Even putting aside the obvious and very serious legal and ethical concerns, Mr. Cafasso also disregarded the Bank’s own written policies, including the following:

Professional and Social Relationships with More Junior Employees.

[ ] Particular care should be taken by those who work in the same business area, have other regular business interactions or are in a reporting relationship . . . For the more junior person, the relationship may be perceived as forming part of their ongoing professional obligations. Senior individuals must be sensitive to that possibility and conduct such relationships accordingly . . . Careful consideration should also be given to how such relationships may be perceived by colleagues. Colleagues are likely to be highly sensitive to any perception of favoritism or other conflicts of interest. Senior employees are therefore expected to manage such relationships thoughtfully, particularly so as to ensure that colleagues at all levels are not made to feel uncomfortable or feel that there is any lack of objectivity when considering work assignments or performance.

Personal Relationships. [R]omantic, sexual or dating relationships

between firm employees . . . can give rise to a conflict of interest . . . [.] For these reasons, you are required to bring to the firm’s attention any Covered Relationship [as defined] . . . However, if the Covered Relationship is between employees of different seniority, the senior employee has a particular responsibility to ensure that the Covered Relationship is promptly disclosed. Disclosure should be as soon as practicable following the commencement of the Covered Relationship . . . Prompt notification of Covered Relationships by Managing Directors is particularly important . . . Once a Covered Relationship is disclosed, an assessment will be made as to whether a conflict of interests exists. For example, in the case of a Covered Relationship between Goldman Sachs employees, consideration

will be given to whether one party to the relationship has the ability to take or influence employed related decisions about the other.<sup>5</sup>

113. Mr. Cafasso engaged in an inappropriate relationship, one which created a conflict of interest and about which he had an affirmative obligation to disclose immediately and did not. Mr. Cafasso engaged in unacceptably poor judgment in a post #MeToo era when there is simply no excuse left for men in a position of authority to behave this way. But he was not disciplined at all.

114. On or about November 18, 2019, the day of his return, Ms. Crawford approached Mr. Cafasso in his office.

115. Ms. Crawford made it clear to Mr. Cafasso that she and Jane Doe had been speaking about the events leading up to his leave and that she objected to his conduct. She told Mr. Cafasso that she did not want to be involved and wanted to be treated fairly by him.

116. Ms. Crawford felt compelled to speak to him as it was obvious Ms. Crawford knew and disapproved of his behavior and she did not want to feel as if she was “walking on eggshells” due to an unspoken matter between them. Mr. Cafasso simply said he “couldn’t talk about it,” likely due to a confidentiality direction.

117. However, as Ms. Crawford was leaving his office, he whispered, in sum and substance, “I didn’t do anything wrong.”

118. Ms. Crawford was dumbfounded by the arrogance of this remark and just kept walking.

---

<sup>5</sup> Of course, Mr. Cafasso was also in violation of the Bank’s Alcoholic Beverages policy, referenced above. This must have been discovered during Weil Gotshal’s investigation.

119. Over the days that followed, several women who were aware of the matter discussed that they were extremely disappointed with the manner in which it was handled and Mr. Cafasso’s swift return, Ms. Crawford among them.

120. Around this time, Ms. Crawford received a call from Ms. Hendricks.

121. Ms. Crawford was surprised Ms. Hendricks was not calling to interview her, but to chastise her for speaking with her colleagues about Mr. Cafasso’s engagement in inappropriate conduct and the Bank’s failure to take appropriate action.

122. Ms. Crawford also told Ms. Hendricks that she was surprised she was not interviewed in the investigation and was concerned about retaliation from Mr. Cafasso.

123. But Ms. Hendricks seemed unconcerned and said that was for a separate conversation.

124. Within the days that followed, Ms. Crawford’s manager learned that Mr. Cafasso opened Ms. Crawford’s performance review – which was already completed and finished – and added additional, negative comments.

125. Ms. Crawford’s manager informed Ms. Crawford, and both agreed it appeared to be blatant retaliation in an attempt to undermine her for being a supporter of Jane Doe and for having raised complaints about his conduct.

126. Specifically, despite all the other resounding praise, Mr. Cafasso wrote:

She remains more narrowly focused than her VP litigator peers, which impacts the overall view of her performance. The fact that Marla defines her role more narrowly than others is reflected in her 360 feedback below as well as the rating of “Leadership” as a top area for development. Marla handles straightforward subpoenas and conflict waivers competently, but could do more to demonstrate an ability to tackle novel legal questions and to demonstrate independent judgment on substantive matters. For example, Marla could show more initiative in editing and weighing in on legal



strategy. Likewise, Marla's business and product knowledge is narrower than we would expect given her role and tenure.

127. On November 21, 2019, Ms. Crawford met with Mr. Cafasso and Ms. Crawford's manager to discuss her performance review.

128. Mr. Cafasso admitted that he re-opened her review in recent days (following his return) and added those negative remarks.

129. Ms. Crawford said that she felt the additions were insulting and retaliatory – the remarks were untrue and had never once been raised with her before.

130. Ms. Crawford's manager had agreed that Mr. Cafasso's remarks were inaccurate and had told Mr. Cafasso that she disagreed.

131. After the meeting, Ms. Crawford's manager recommended that Ms. Crawford speak with a representative of HCM.

132. Accordingly, on November 25, 2019, Ms. Crawford met with Chris Franciose (VP, HCM) to register a complaint of retaliation.

133. Ms. Crawford went through the timeline set forth above with Mr. Franciose, referencing Mr. Cafasso's inappropriate relationship with Jane Doe and his retaliation against her for supporting Jane Doe as well as her confrontation of Mr. Cafasso and upon his return to the office.

134. Ms. Crawford explained that Mr. Cafasso's actions in lowering her quartile score and re-opening her review to add negative comments was clearly retaliatory.

135. Mr. Franciose said an investigation would be conducted and that she would be informed of the results.

136. Shortly thereafter, Ms. Crawford also registered a complaint with her mentor Annette Kelton (MD, Associate General Counsel) as well. Ms. Crawford also mentioned that

she had complained to Mr. Franciose in HCM and that she was concerned that the matter would not be handled appropriately.

137. To the extent any investigation was done by HCM, this one too was a sham.

138. Ms. Crawford was never contacted again with any follow up questions.

139. The investigation took *seven* weeks to complete – as compared to *two* weeks for a more complex investigation after Mr. Cafasso’s self-reporting – demonstrating the lack of priority of Ms. Crawford’s concerns.

140. It was not until January 15, 2020, that Mr. Franciose got back to Ms. Crawford and told her that he determined there was “no evidence of retaliation.”

141. Mr. Franciose did not explain any details about the investigation or factual findings – only that Mr. Cafasso was cleared of wrongdoing yet again.

142. The next day, Ms. Crawford was given her year-end compensation.

143. By way of background, since Ms. Crawford’s first full year at the Bank in 2011, she had received increased bonuses each and every year.

144. However, directly after her complaints, Ms. Crawford’s bonus was for the first time *decreased*. Ms. Crawford took a \$30,000 bonus reduction from the previous year (and approximately \$40,000 cut from her 2019 expected bonus), which brought her bonus to the lowest point it had been since 2014.

145. These bonuses are determined in large part by Mr. Cafasso.

146. Ms. Crawford told her manager that she felt this was only further retaliation – and her manager agreed – but she said there was nothing that could be done.

147. But the retaliation did not end there.

148. Mr. Cafasso never treated Ms. Crawford the same after her returned to the office.

149. When the office was still operational (pre-COVID), Mr. Cafasso all but stopped communicating with Ms. Crawford and largely ignored her.

150. Mr. Cafasso never initiated any substantive communication with Ms. Crawford and the only times they ever spoke substantively was when Ms. Crawford would approach him in his office about a legal matter that required his attention.

151. To the same point, Mr. Cafasso had monthly 1:1 meetings with the lawyers in his group, but after his return he cancelled almost every meeting with Ms. Crawford.

152. For the few meetings he kept, he acted completely disinterested and barely engaged her at all.

153. During their last meeting, which was by telephone conference in August 2020, Mr. Cafasso was driving and was completely disinterested and unfocused on their call.

154. Moreover, Mr. Cafasso started steering work typically in Ms. Crawford's bandwidth to others.

155. For instance, Ms. Crawford had previously been the point person for complex regulatory investigations, and these continued during the pandemic.

156. However, Mr. Cafasso only assigned the most basic and simple matters to Ms. Crawford leaving the more interesting and substantive work for others.

157. To Ms. Crawford, it was clear that Mr. Cafasso was trying to manage her out of the Bank.

158. On September 29, 2020, Ms. Crawford received a call from Stephanie Goldstein (MD, Associate General Counsel) and David Markowitz, who told her that she was being let go.

159. Ms. Goldstein and Mr. Markowitz were tasked with delivering this message, but it was clearly a decision made by Mr. Cafasso, likely together with Ms. Seymour.

160. They told Ms. Crawford that the e-discovery function of her job was being moved to Dallas as a cost cutting measure, and they offered her the opportunity to move there and take a salary reduction.

161. This was a false choice, as it is well known that Ms. Crawford's whole family is in New York, that she is the primary caregiver for her 83-year old immunocompromised mother and that she had bought a new townhouse earlier in 2020.

162. Mr. Cafasso knew very well that Ms. Crawford would be forced out by this option.

163. More to the point, there was no need to move Ms. Crawford's role to Dallas.

164. If the issue were cost-cutting, Goldman could have offered her to remain in New York at a reduced salary.

165. Ms. Crawford's e-discovery and technology functions can be handled in either New York or Dallas, and the role is not being eliminated.

166. Moreover, Ms. Crawford's e-discovery and technology role are at this point not even the majority of her work, as she has been primarily handling litigations and regulatory proceedings for many years as well.

167. In short, this is *not* a situation in which Ms. Crawford's role is being eliminated as part of a reduction in force<sup>6</sup> – rather, an unnecessary and arbitrary decision was made to move her role to Dallas as a way to force her out.

---

<sup>6</sup> In March 2020, amid the growing COVID-19 pandemic, Goldman along with several other large banks announced that they would be halting any job reductions. This likely saved Ms. Crawford's job for a period of time as Mr. Cafasso surely would have let her go if he had the chance to select team members for a layoff. Recently, Goldman has resumed some job eliminations, but Ms. Crawford's job was supposedly "moved" not eliminated.

168. Notably, Ms. Crawford was the only lawyer in the litigation department whose role was moved to Dallas.

### **Further Retaliation Post-Termination Notice**

169. When Ms. Crawford was terminated, she was told that she could continue working at the Bank through the end of November 2020, at which point she would be placed on paid garden leave through the end of January.

170. On October 6, 2020, Ms. Crawford (through her counsel) raised a complaint that her termination was blatant retaliation.

171. On October 25, 2020, when Ms. Crawford informed Goldman that she would be commencing litigation the next day, Goldman abruptly changed course and terminated her effective *immediately* and completely shut down her access to Goldman's email and entire electronic platform.

172. Goldman changed its course due to Ms. Crawford's engagement in protected activity; namely, that she raised complaints of unlawful conduct and stated her intention to engage in further protected conduct by commencing litigation.

### **FIRST CAUSE OF ACTION** **(Discrimination in Violation of the NYSHRL)** ***Against All Defendants***

173. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

174. By the actions described above, among others, Defendants have discriminated against Plaintiff on the basis of her gender in violation of the NYSHRL.

175. Defendants Seymour and Cafasso are individually liable as they aided, abetted and directly participated in the conduct described above.

176. As a direct and proximate result of Defendants’ unlawful discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm for which he is entitled to an award of damages, to the greatest extent permitted under law.

177. As a direct and proximate result of Defendants’ unlawful discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, for which he is entitled to an award of monetary damages and other relief.

178. Defendants are liable for all other applicable damages including but not limited to punitive damages and attorneys’ fees and costs.

**SECOND CAUSE OF ACTION**  
**(Retaliation in Violation of the NYSHRL)**  
***Against All Defendants***

179. Plaintiff hereby repeats and re-alleges each and every allegation in the preceding paragraphs as if set forth fully herein.

180. By the actions described above, among others, Defendants retaliated against Plaintiff on the basis of her engagement in protected activities in violation of the NYSHRL.

181. Defendants Seymour and Cafasso are individually liable as they aided, abetted and directly participated in the conduct described above.

182. As a direct and proximate result of Defendants’ unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or other economic harm for which he is entitled an award of monetary damages and other relief.

183. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress for which he is entitled to an award of monetary damages and other relief.

184. Defendants are liable for all other applicable damages including but not limited to punitive damages and attorneys' fees and costs.

**THIRD CAUSE OF ACTION**  
**(Discrimination in Violation of the NYCHRL)**  
***Against All Defendants***

185. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

186. By the actions described above, among others, Defendants have discriminated against Plaintiff on the basis of her gender in violation of the NYCHRL.

187. Defendants Seymour and Cafasso are individually liable as they aided, abetted and directly participated in the conduct described above.

188. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm for which he is entitled to an award of damages, to the greatest extent permitted under law.

189. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, for which he is entitled to an award of monetary damages and other relief.

190. Defendants are liable for all other applicable damages including but not limited to punitive damages and attorneys' fees and costs.

**FOURTH CAUSE OF ACTION**  
**(Retaliation in Violation of the NYCHRL)**  
***Against All Defendants***

191. Plaintiff hereby repeats and re-alleges each and every allegation in the preceding paragraphs as if set forth fully herein.

192. By the actions described above, among others, Defendants retaliated against Plaintiff on the basis of her engagement in protected activities in violation of the NYCHRL.

193. Defendants Seymour and Cafasso are individually liable as they aided, abetted and directly participated in the conduct described above.

194. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or other economic harm for which he is entitled an award of monetary damages and other relief.

195. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress for which he is entitled to an award of monetary damages and other relief.

196. Defendants are liable for all other applicable damages including but not limited to punitive damages and attorneys' fees and costs.

**PRAYER FOR RELIEF**

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

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

B. An injunction and order permanently restraining Defendants from engaging in any such further unlawful conduct, including the policies and practices complained of herein;



C. An award of damages against Defendants in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;

D. An award of damages against Defendants, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for his emotional distress;

E. An award of punitive damages against Defendants, in an amount to be determined at trial;

F. Prejudgment interest on all amounts due;

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

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


**JURY DEMAND**

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

Dated: October 26, 2020  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By: 

Douglas H. Wigdor  
David E. Gottlieb

85 Fifth Avenue  
New York, NY 10003  
Telephone: (212) 257-6800  
Facsimile: (212) 257-6845  
[dwigdor@wigdorlaw.com](mailto:dwigdor@wigdorlaw.com)  
[dgottlieb@wigdorlaw.com](mailto:dgottlieb@wigdorlaw.com)

*Counsel for Plaintiff*