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ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
08/29/2025
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CGC-25-628624

KYLE CHU,

Plaintiff,

v.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION; and **DOES** 1 through 20, inclusive,

Defendants.

CASE NO.:

Unlimited Jurisdiction

COMPLAINT FOR:

1) **Labor Code Section 1102.5 Retaliation**
2) **FEHA Disability Discrimination**
3) **CFRA Retaliation**
4) **FEHA Retaliation**
5) **Failure to Prevent Discrimination and Retaliation**
6) **Wrongful Termination in Violation of Public Policy**

JURY TRIAL DEMANDED

Plaintiff **KYLE CHU** brings this action, by and through counsel, for damages against Defendant **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, and **DOES** 1 through 20, inclusive (collectively, "JPMorgan" or "Defendants"), and each of them. Plaintiff hereby complains of Defendants, and/or each of them, named hereinabove as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper because Mr. Chu worked for JPMorgan primarily in the State of California, County of San Francisco, and Defendants committed all unlawful conduct, including the wrongful termination, in the State of California, County of San Francisco. Significant relief is being sought against Defendants whose violations of California employment laws form a significant basis for Mr. Chu's claims.

2. Venue is proper because Mr. Chu primarily performed work for Defendants in the County of San Francisco and a substantial portion of the transactions and occurrences related to this action occurred in this County, including, without limitation, the wrongful discharge of Mr. Chu. Civ. Proc. Code § 395. Had the unlawful conduct, including the wrongful termination, not occurred, Mr. Chu would still be working for JPMorgan in the County of San Francisco.

3. Prior to the filing of this action, Mr. Chu exhausted his administrative remedies. He filed his complaint with the California Civil Rights Department ("CRD") alleging that the acts of Defendants constituted multiple violations of California's Fair Employment and Housing Act ("FEHA") and California's Family Rights Act ("CFRA"), among other things, and obtained a "right to sue" letter from CRD against Defendants on or around August 26, 2025. He subsequently brought this action on a timely basis.

PARTIES

4. Plaintiff **KYLE CHU** is a natural person who resides in San Francisco County and worked for Defendants primarily in San Francisco County.

5. Mr. Chu is informed and believes, and thereon alleges, that Defendant **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION** (JPMorgan) is, and at all times

relevant to this claim, was, an out of state corporation with its registered principal address of 1111 Polaris Parkway, Columbus, Ohio, 43240.

6. Mr. Chu is informed and believes that JPMorgan does business in California, including by, among other things, hiring Mr. Chu in California at its San Francisco based office.

7. JPMorgan is a well-known multinational finance corporation.

8. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants DOES 1 through DOES 20, inclusive, are unknown to Mr. Chu who therefore sues said Defendants by such fictious names pursuant to Code of Civil Procedure Section 474. Mr. Chu further alleges that each of said fictitious Defendants are in some manner responsible for the acts and occurrences hereinafter set forth. Mr. Chu will amend this Complaint to show their true names and capacities when the same are ascertained, as well as the manner in which each fictitious Defendant is responsible.

FACTS

9. After graduating from the University of California, Berkeley, Mr. Chu began his career as a Wealth Management Associate at Merrill Lynch.

10. Mr. Chu then began working at JPMorgan in or about December 2022, with the last held job title of Trade and Working Capital Analyst.

11. Mr. Chu worked out of the San Francisco office with a brief stint in New York.

12. Mr. Chu distinguished himself and rose in the ranks. He consistently completed over fifty items within a month's range. Mr. Chu was an overachiever and excelled in his role.

13. Mr. Chu was hired by the Managing Director of the Trade and Working Capital Group, Anubhav Shrivastava.

14. Members of the team who joined prior to Mr. Shrivastava's leadership included Amol Vadhan, Lisa Spano, Raj Bhandari, and Ana Giorgi. All of these employees were pressured to leave and/or terminated.

15. This mass departure, in part, was due to Mr. Shrivastava's desire to hand pick members of his team himself, so that he could find employees who would loyally serve his needs no matter what he asked for.

16. During Mr. Chu's tenure, he was given significant responsibilities outside of his main position, such as occupying the Supplier Sales role from December 2023 onwards, completing tasks for directors in charge of other portfolios, and completing projects for Mr. Shrivastava himself, as well as for vice presidents in Asia and the UK, especially since there were insufficient junior staff members to support the more senior members of the team.

17. Mr. Chu was targeted and unfairly terminated because he reported his concern about illegal activity and refused to participate in illegal activity.

18. Mr. Shrivastava asked Executive Directors on his team to have his team, among which Mr. Chu was a part of, bring him pitch decks from previous roles at other banks.

19. These decks would clearly contain confidential and proprietary information about third party competitor banks.

20. Mr. Shrivastava also had the team collectively contribute to a list of supply chain finance programs that existed within specific companies and their respective prior banks. Some of these programs were not public.

21. Trade products and other information from the supply chain finance programs directly affect ROIC, which is a measure that in turn impacts stock price.

22. Although trade products can be disclosed in a company's annual report, some of the firms and/or companies involved had not publicly disclosed them yet.

23. Rodrigo Boulos, Mr. Chu's manager, went so far as to have Mr. Chu scan an HSBC deck containing confidential information into the JPMorgan system. This task was also assigned to Marcus Wunderlich and other Trade Sales Officers.

24. Despite the pressure, Mr. Chu remained a hardworking and honest employee. He refused to participate in the unlawful conduct, which Mr. Shrivastava and others in management took note of.

25. In or about February 2024, Mr. Chu went further. He reported to Jimmy Zhou, the associate above him, about the stealing and misappropriating of intellectual property from other banks.

26. Mr. Chu had Mr. Zhou in turn tell the information to the senior leader, Mr. Shrivastava, which he did.

27. After Mr. Shrivastava and other senior leaders found out Mr. Chu tattled on them, Mr. Chu no longer received tasks from Mr. Shrivastava.

28. Shortly thereafter, Mr. Chu was excluded from communications that included other juniors on the team.

29. Consequently, there was low receptiveness and an unwillingness to work with Mr. Chu at the Tampa offsite and in the office (both in New York and San Francisco).

30. This exclusion demonstrates that upon refusing to participate in and reporting the misconduct—which amounted to numerous violations of law—Mr. Chu was treated like an unloyal outsider.

31. Mr. Shrivastava had entrusted Mr. Chu with important tasks. However, after voicing his concerns, Mr. Chu found that his assignments ceased altogether.

32. The data speaks for itself. Prior to Mr. Chu's complaint, Mr. Shrivastava staffed him on many tasks, including, for example: On or about July 14, 2023, briefings for West Coast visit; On or about July 14, 2023, West Coast visit deck; On or about August 11, 2023, major TSO wins in Excel; On or about August 15, 2023, trade business review call and deck; On or about August 23, 2023, trade business review major wins and lost deals deck pages; On or about November 2, 2023, prime revenue client list; On or about December 7, 2023, graph for Mr. Shrivastava's deck; On or about January 8, 2024, trade revenue projections in Excel; On or about February 2, 2024, existing Citi clients email list; On or about February 13, 2024, prime revenue deck final draft; and on or about February 16, 2024, external deck scanned into system and sent to Anubhav.

33. After Mr. Chu's February 2024 complaint, Mr. Shrivastava essentially stopped providing significant tasks to Mr. Chu whatsoever.

34. This conduct violates Labor Code sections 1102.5(b) (retaliation for reporting unlawful activity) and 1102.5(c) (retaliation for refusing to participate in unlawful activity).

35. Separately, there was a clear pattern of discrimination in response to Mr. Chu's notice of disability and subsequent leave protected by the California Family Rights Act ("CFRA").

36. Mr. Chu took a short-term disability leave in or around May 2024 due to a physical medical condition/disability (gastro-related). The leave was protected by the CFRA.

37. Upon Mr. Chu's full capacity return on or about September 3, 2024, Mr. Chu experienced a sudden drop in communications from higher ups.

38. One of his managers, Mr. Wunderlich, refused to communicate with him. For example, he received no responses to emails, his meetings were cut short with higher ups, and his workload was reduced. His sole meeting with Mr. Wunderlich post-leave was incredibly curt and brief, at Mr. Wunderlich's lead.

39. Mr. Chu was then terminated approximately a month and a half after returning from leave—the ultimate retaliatory step. Clearly, the JPMorgan team did not appreciate Mr. Chu's disability and leave.

40. Mr. Chu endured unfair discriminatory and retaliatory treatment stemming from his protected disability leave.

41. During a Zoom call about one to two weeks prior to Mr. Chu's leave, Mr. Boulos asked Mr. Chu to explicitly disclose his disability to Mr. Boulos.

42. After Mr. Chu informed Mr. Boulos that HR explicitly told Mr. Chu that his medical condition would be disclosed only on a need-to-know basis by HR, Mr. Boulos insisted again that he needs to know as Mr. Chu's manager and that Mr. Chu must tell him the details of the illness immediately.

43. Mr. Chu replied by stating that he did not feel comfortable, and that Mr. Boulos should first discuss his concerns with HR. Mr. Boulos responded that his authority "supersedes HR."

44. The data, again, speaks volumes. In the month prior to Mr. Chu's leave, he received sixty-three emails from Mr. Boulos and fifty-two emails from Mr. Zhou.

45. A month after his leave, he received just thirty-three emails from Mr. Boulos and twenty-three emails from Mr. Zhou. Prior to leave, Mr. Zhau would call him upwards of multiple times a day, whereas after the leave, the two spoke less than five times total.

46. This exclusion was despite the fact that Mr. Chu often reminded both Mr. Boulos and Mr. Zhou that he could work and that his disability had no impact on his work ability, quality, or output.

47. In 2023 Mr. Chu averaged roughly fifty-four items assigned per month, and in 2024, prior to his leave, he averaged about sixty-two items per month.

48. After Mr. Chu's leave, he received both a decrease in correspondence from his managers and was no longer assigned as many tasks as before. In fact, after returning from his leave, Mr. Chu had an average of just sixteen items per month for the months of September and October 2024.

49. Notwithstanding, the group had significant work. Mr. Zhou even expressed how he was experiencing a lack of sleep due to the escalating workload.

50. Tower Cook, Khoa Tran, and other junior associates communicated that the season was particularly busy. During the month of Mr. Chu's return, JPMorgan had more active deals and client conversations than at any other point in Mr. Chu's tenure. The fall is also notoriously busy for the finance industry.

51. In all of 2024, Mr. Boulos had about forty total clients in the pipeline. Of those clients, over half of them were added in the fourth quarter, the quarter in which Mr. Chu returned to work from leave. The amount of work was inclusive of conversations and pitches that began in the previous quarter as well, meaning that the amount of work for their team did not decline.

52. Moreover, the whole trade team had 793 deals reported for 2024. Two hundred and fifty eight of those deals were in the quarter that Mr. Chu returned, all of which were reported when there was still a month left in the quarter. There was plenty of ongoing work that would have normally been entrusted to Mr. Chu. But because of his disability and leave, Mr. Chu was excluded from projects.

53. Multiple of Mr. Chu's superiors have expressed an unwelcoming view of disabilities/disabled people.

54. For example, Mr. Zhou expressed negative views towards people with disabilities and used derogatory slurs.

55. During a Zoom call in or around November 2023, Mr. Zhou explicitly used a derogatory term to refer to a person with disabilities, referring to them as "re****ed" to describe something he thought was stupid.

56. This is consistent with his language use outside of the office, where even on his Facebook account there is a post where he calls someone the N-word.

57. Moreover, when Mr. Chu returned from disability leave, Mr. Zhou and Mr. Chu had a check-in Zoom call where it was clear that Mr. Zhou was not happy with Mr. Chu, stating that he was "*disappointed about the leave*."

58. Mr. Zhou informed Mr. Chu that he would have to rebuild his reputation and continuously highlighted the negative impact of his leave on his brand and on his reputation with the team.

59. Mr. Zhou continued by stating that Mr. Chu would have to work very hard to rebuild his reputation but then gave Mr. Chu little opportunity to do this by excluding him from work projects.

60. Mr. Wunderlich, Executive Director, was previously friendly with Mr. Chu and entrusted Mr. Chu to complete work for him.

61. However, when Mr. Wunderlich became aware of Mr. Chu's disability leave, he stopped responding to Mr. Chu's emails.

62. Prior to Mr. Chu's leave, Mr. Wunderlich would communicate multiple requests to Mr. Chu. The communications with Mr. Wunderlich nearly ceased altogether after Mr. Chu's notice of disability leave.

63. Upon Mr. Chu's return, there were seldom responses to the emails that Mr. Chu sent Mr. Wunderlich, and Mr. Wunderlich kept their sole Zoom call remarkably brief.

64. Moreover, Mr. Chu completed the one and only task Mr. Wunderlich provided him post leave with attention to detail; however, it was left unreviewed and unattended by Mr. Wunderlich.

65. Around April or May 2024 Mr. Chu was informed that there was going to be an internal merger. Despite the change impacting the Trade and Working Capital Group, Mr. Chu was not impacted.

66. On or about October 22, 2024, however, after his leave, Mr. Chu was informed that his position was eliminated.

67. He was terminated under this pretext. Mr. Chu was the only analyst that was let go in the group. It is now clear that Mr. Chu was terminated based on his disability and protected leave in violation of the Fair Employment and Housing Act and the CFRA. He was also terminated in violation of Labor Code section 1102.5.

68. At the time of the purported layoff, Mr. Chu's group was hiring an associate role under Michael Whiting.

69. This was a role Mr. Chu could have transitioned into given his seniority, as well as other junior roles in the United States and in India. In fact, on or about October 31, 2024, the JPMorgan careers page listed two Trade and Working Capital Associate roles. A new organization chart that was distributed on or about November 11, 2024 showed a vacant associate position under Mr. Whiting. JPMorgan is also hiring a Senior Analyst for the team less than a year after Mr. Chu's termination and is genearlly growing the team.

70. Mr. Shrivastava ultimately decided who was terminated from the team. He eliminated Mr. Chu because he blew the whistle, because he had a physical disability, and because he took leave.

71. Separately, Mr. Boulos had a problem of disregarding HR processes. For example, on or about December 6, 2024, he again told Mr. Chu: *"My guidance supersedes HR's."*

72. This was in response to Mr. Chu informing Mr. Boulos that HR instructed Mr. Chu to have Mr. Boulos request shipping materials to be sent to his residence so that the company equipment could be shipped back to the appropriate department.

73. Instead, Mr. Boulos insisted that Mr. Chu send the equipment directly to him. Mr. Chu persisted by stating that this was contradictory to company policy.

74. Mr. Boulos did not care about any company policy or HR authority.

75. Mr. Chu was left unemployed. More importantly, he endured, and continues to endure substantial emotional distress, loss of reputation, inconvenience, and pain and suffering.

FIRST CAUSE OF ACTION

1102.5 Retaliation

(Against all Defendants)

76. Mr. Chu re-alleges and incorporates by reference each and every allegation set forth above and below.

77. Mr. Chu was an employee of JPMorgan and JPMorgan was the employer.

78. Mr. Chu disclosed to his supervisor and/or an employee who had authority to investigate the matter, that Mr. Shrivastava was asking the team to unlawfully bring him pitch decks from previous roles at other banks, and that Mr. Shrivastava would have the team collectively contribute to a list of supply chain finance programs that existed within specific companies and their respective prior banks, some of which were not public.

79. Mr. Chu had a good faith and reasonable belief that this information violated multiple federal, state, and/or local laws related to trade secrets, proprietary information, and breach of contracts.

80. Mr. Chu also refused to participate in these actions, which would have resulted in multiple violations of federal, state, and/or local laws related to trade secrets, proprietary information, and breach of contracts.

81. JPMorgan retaliated by stripping Mr. Chu of work opportunities, isolating him, and terminating his employment.

82. Mr. Chu's complaints and refusal to participate in unlawful conduct were substantial motivating reasons for JPMorgan's decision to discharge him.

83. Mr. Chu was harmed.

84. JPMorgan's conduct was a substantial factor in causing Mr. Chu the harm.

85. JPMorgan's conduct therefore violated both Labor Code sections 1102.5(b) (reporting misconduct) and 1102.5(c) (refusal to participate in misconduct).

86. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Mr. Chu has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

87. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by JPMorgan leadership with zero regard for Mr. Chu's physical safety or legal rights. Thus, Mr. Chu is entitled to recover punitive damages from Defendants, and each of them.

SECOND CAUSE OF ACTION

FEHA Disability Discrimination

(Against all Defendants)

88. Mr. Chu re-alleges and incorporates by reference each and every allegation set forth above and below.

89. Mr. Chu was an employee of JPMorgan.

90. FEHA prohibits discrimination based on disability/medical condition. Gov. Code § 12940(a).

91. Mr. Chu reported a physical disability/medical condition to JPMorgan.

92. As more fully set forth above, Defendants discriminated against Mr. Chu based on his disability/medical condition by stripping Mr. Chu of work opportunities, isolating him, and terminating his employment.

93. Employees without disabilities and/or medical conditions were not treated in the same manner.

94. Mr. Chu was therefore subjected to an adverse employment action because of and/or substantially motivated by his disability/medical condition.

95. Defendants, including JPMorgan, are employers within the meaning of FEHA.

96. Mr. Chu was harmed.

97. The discrimination was a substantial factor in causing Mr. Chu harm.

98. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Mr. Chu has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

99. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by JPMorgan leadership with zero regard for Mr. Chu's physical safety or legal rights. Thus, Mr. Chu is entitled to recover punitive damages from Defendants, and each of them.

THIRD CAUSE OF ACTION

CFRA Retaliation

(Against all Defendants)

100. Mr. Chu re-alleges and incorporates by reference each and every allegation set forth above and below.

101. CFRA prohibits retaliation for taking qualified protected leave.

102. Mr. Chu was an employee of JPMorgan.

103. Mr. Chu was eligible for and met all qualifications to take protected leave for his disability/medical condition.

104. Mr. Chu had been employed for 12 months and had worked at least 1,250 hours in the prior 12 months before the scheduled leave.

105. JPMorgan has at least five employees.

106. Mr. Chu requested protected leave for his disability/medical condition.

107. Mr. Chu was retaliated against and discharged for requesting and taking his protected leave.

108. As more fully set forth above, Defendants retaliated against Mr. Chu based on his disability/medical leave by stripping Mr. Chu of work opportunities, isolating him, and terminating his employment.

109. Mr. Chu's request for and taking of protected leave was a substantial motivating reason for the adverse employment actions and discharge.

110. Defendants, including JPMorgan, are employers within the meaning of CFRA.

111. Mr. Chu was harmed.

112. The retaliation was a substantial factor in causing Mr. Chu harm.

113. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Mr. Chu has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

114. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by JPMorgan leadership with zero regard for Mr. Chu's physical safety or legal rights. Thus, Mr. Chu is entitled to recover punitive damages from Defendants, and each of them.

FOURTH CAUSE OF ACTION

FEHA Retaliation

(Against all Defendants)

115. Mr. Chu re-alleges and incorporates by reference each and every allegation set forth above and below.

116. FEHA prohibits retaliation for requesting reasonable accommodations for a disability.

117. Mr. Chu was an employee of JPMorgan.

118. When Mr. Chu took his CFRA leave, he was requesting a reasonable accommodation for his physical disability/medical condition.

119. To the extent Mr. Chu's leave extended beyond his CFRA leave, it was subsequently converted into a short term leave as a reasonable accommodation for his disability/medical condition.

120. JPMorgan has at least five employees.

121. Mr. Chu was retaliated against and discharged for requesting and taking his reasonable accommodation leave.

122. As more fully set forth above, Defendants retaliated against Mr. Chu based on his disability/medical leave and/or reasonable accommodation leave by stripping Mr. Chu of work opportunities, isolating him, and terminating his employment.

123. Mr. Chu's request for the accommodation of leave and taking of leave were substantial motivating reasons for the adverse employment actions and discharge.

124. Defendants, including JPMorgan, are employers within the meaning of FEHA.

125. Mr. Chu was harmed.

126. The retaliation was a substantial factor in causing Mr. Chu harm.

127. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Mr. Chu has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

128. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by JPMorgan leadership with zero regard for Mr. Chu's physical safety or legal rights. Thus, Mr. Chu is entitled to recover punitive damages from Defendants, and each of them.

FIFTH CAUSE OF ACTION

Failure to Prevent Discrimination and Retaliation

(Against all Defendants)

129. Mr. Chu re-alleges and incorporates by reference each and every allegation set forth above and below.

130. FEHA provides in pertinent part that employers must take all reasonable steps to prevent discrimination and retaliation. Gov. Code § 12940(k).

131. The actions and conduct of Defendants, as alleged hereinabove, constitute failure to prevent discrimination and retaliation, in violation of FEHA.

132. Senior JPMorgan leaders like Mr. Shrivastava were aware of discrimination and retaliation, but carried it out anyways without taking any corrective actions.

133. JPMorgan did not have requisite policies in place to prevent discrimination and retaliation.

134. The failure to prevent discrimination was a substantial factor in causing Mr. Chu's harm.

135. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Mr. Chu has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

136. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by JPMorgan leadership with zero regard

for Mr. Chu's physical safety or legal rights. Thus, Mr. Chu is entitled to recover punitive damages from Defendants, and each of them.

SIXTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against all Defendants)

137. Mr. Chu re-alleges and incorporates by reference each and every allegation set forth above and below.

138. It is an unlawful employment practice and violation of public policy to discharge an employee in retaliation for reporting information he had a good faith reason to believe was unlawful and/or for refusing to participate in unlawful conduct.

139. It is also an unlawful employment practice and violation of public policy to discharge an employee based on his disability/medical condition.

140. It is also an unlawful employment practice and violation of public policy to discharge an employee in retaliation for taking a protected leave under the CFRA.

141. It is also an unlawful employment practice and violation of public policy to discharge an employee in retaliation for requesting reasonable accommodations for a disability/medical condition.

142. JPMorgan terminated Mr. Chu in retaliation for reporting information he had a good faith reason to believe was unlawful and for refusing to participate in unlawful conduct.

143. JPMorgan terminated Mr. Chu due to his disability/medical condition.

144. JPMorgan terminated Mr. Chu in retaliation for requesting and taking protected leave under the CFRA.

145. JPMorgan terminated Mr. Chu in retaliation for requesting a reasonable accommodation for a disability/medical condition.

146. Mr. Chu was harmed.

147. The wrongful termination was a substantial factor in causing Mr. Chu's harm.

148. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Mr. Chu has suffered damages including, without limitation, lost income, compensation and benefits, physical injuries, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

149. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by JPMorgan leadership with zero regard for Mr. Chu's physical safety or legal rights. Thus, Mr. Chu is entitled to recover punitive damages from Defendants, and each of them.

PRAYER FOR RELIEF

WHEREFORE, Mr. Chu prays that this Court enter judgment in his favor on every claim and relief against Defendants and each of them, as follows:

1. For compensatory damages;
2. For punitive damages;
3. For pre-judgment and post-judgment interest, at the legal rate;
4. For attorney's fees and costs;
5. For applicable penalties;
6. For costs of suit;
7. For declaratory relief; and
8. For all such other and further relief as the court may deem just, proper and equitable.

Dated: August 29, 2025

Chizen Law, Professional Corporation

/s/ Steven Chizen
Steven Chizen

Attorney for Plaintiff Kyle Chu

JURY DEMAND

PLAINTIFF KYLE CHU demands trial by jury on all issues so triable.

Dated: August 29, 2025

Chizen Law, Professional Corporation

/s/ Steven Chizen
Steven Chizen

Attorney for Plaintiff Kyle Chu