

**STATE OF CONNECTICUT COMMISSION
ON HUMAN RIGHTS AND OPPORTUNITIES**

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KATRINA KAUPP, KIMBERLY	:
CHAMBERLAIN, and HALEY WALKER,	:
	:
Complainants,	:
	:
v.	:
	:
NORTHWESTERN MUTUAL and BEILIN	:
GROUP LLC,	:
	:
Respondents.	:
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Complainants Katrina Kaupp, Kimberly Chamberlain, and Haley Walker allege against Respondents Northwestern Mutual and the Beilin Group LLC (“Beilin Group”) (together the “Company”), hereby allege as follows:

PRELIMINARY STATEMENT

1. At Northwestern Mutual’s Beilin Group, discrimination and appalling conduct towards women, people with disabilities and other minority groups runs rampant and harms the community at large. The Beilin Group does not have any legitimate means of addressing this conduct and for those who try to raise complaints, retaliation is harsh and immediate.

2. Led by Alexander Beilin (Managing Director and Head of the Beilin Group), the Beilin Group fosters an environment where women are routinely sexually harassed and treated as sex objects—including Ms. Kaupp and others—being subjected to unwanted sexual advances, categorized based on whether they would be a “Fun Fuck” (or “FF” for short), and having their bodies and body parts talked about as objects of sexual desire. Women who are mothers—such as Ms. Chamberlain—are routinely questioned in their commitment to work relative to their male colleagues. Moreover, Beilin Group ridicules employees with disabilities—such as Ms.

Walker—and refuses to accommodate people who are dealing with such hardships. In fact, the Beilin Group decided to fire Ms. Walker immediately upon finding out she needed accommodation for a vision disability and set up a bogus plan right from the start to make it appear like a performance-based termination.

3. Given the pervasive discrimination that exists at the Beilin Group, it is hardly surprising that in hiring decisions they affirmatively consider protected characteristics prohibited by law. Ms. Walker, who worked in the recruitment department, observed this firsthand, as she saw job candidates expressly rejected based on their race, ethnicity and/or status as a mother and caretaker. In one glaring example of which Ms. Walker retained the email, though there are certainly many others, the Beilin Group criticized a job candidate based on the fact that she was a “single mom with two kids, one with special needs”:

From: PEREZ, GABRIEL /GA110 <gabe.perez@nm.com>

Sent: Tuesday, May 20, 2025 9:28 AM

To: Walker, Haley /GA110 <haley.walker@nm.com>; Kaupp, Katrina /GA110 <katrina.kaupp@nm.com>

Subject: RE: Candidate For approval

Good CI, DNP on RC but traits are decent/good. Two concerns: single mom with two kids, one with special needs, and over 25 with little to no true professional experience (behavior tech, daycare teacher, retail) . May be tough transition for her, but I don't see why we wouldn't move her forward to speak with Louis as a next step.

4. Northwestern Mutual has repeatedly been put on notice that the Beilin Group disregards the anti-discrimination laws but has done nothing to remediate the situation—likely because the Beilin Group generates substantial income. Northwestern Mutual, which acts as a joint/single employer with the Beilin Group—including by affirmatively assuming and taking on the role as enforcing workplace compliance with antidiscrimination laws—cannot simply “wash their hands” of the Beilin Group’s conduct by saying they are not responsible for its conduct.

I. Pervasive Sexually Harassing Conduct by Company Executives

5. Mr. Beilin, Gabe Perez, and other men regularly subjected Complainants and other women to sexually harassing comments and conduct.

6. For instance, Mr. Beilin made Ms. Kaupp an object of romantic interest despite no indication of romantic or sexual interest from her. Ms. Kaupp, however, was not alone. The perceived attractiveness of other female employees and potential job candidates was regularly a topic of conversation at the Company.

7. The examples below are just a sampling of the sexually harassing conduct and comments by Company executives:

- Mr. Beilin peppered Ms. Kaupp with personal questions about her marriage, including whether she and her husband were “active” sexually. Ms. Kaupp remained professional, and, each time, would let Mr. Beilin know that she was in a happy marriage. For his part, Mr. Beilin lamented that his marriage was not a happy marriage in an effort to get Ms. Kaupp to open up about private information about her marriage.
- At a regional meeting in Florida, Mr. Beilin questioned Ms. Kaupp regarding her marriage. Clearly trying to pry into Ms. Kaupp’s intimate relationship with her husband, Mr. Beilin asked her what her husband thinks of her “being gone” and whether he was “worried” about her cheating on him while she was away with work colleagues. Ms. Kaupp assured him that her husband supports her career and has nothing to worry about.
- Mr. Beilin refused to accept that Ms. Kaupp was in a happy, committed relationship and, during a work trip, physically pushed himself against Ms. Kaupp while the two were riding in an elevator together. Ms. Kaupp was standing against the wall and Mr. Beilin stepped directly in front of her, face-to-face, with his body from the waist down pressed against Ms. Kaupp and his face was inches away from hers as if he was going to kiss her. Ms. Kaupp was incredibly uncomfortable and, with some difficulty, squirmed out from beneath the pressure he was applying from his waist and moved away from him.
- It was no secret that Mr. Beilin was sexually attracted to Ms. Kaupp and would openly speak about her body. As one example, Mr. Beilin spoke to Ms. Chamberlain about the skirt Ms. Kaupp had worn to work. Mr. Beilin, with a smile on his face, said that when she bent over, he could “see her ass.” We are confident he said even more objectifying comments to others and, in particular, the men in the office.
- Mr. Beilin routinely called Ms. Kaupp on his drives home from work simply because he wanted to speak with her. To be clear, these calls were not work related; he simply

wanted to talk with her about personal topics outside the workplace. Ms. Kaupp would be polite and short but did not want to be a party to these conversations. These calls continued for months. Ms. Kaupp had no interest in chit-chatting with Mr. Beilin or keeping him company on the phone after hours. The fact that Mr. Beilin thought this was something she desired or that it was appropriate demonstrates his level of delusion and his inability to understand a married female colleague's boundaries.

- On one occasion, during a one-on-one meeting that was meant to be work-related, Mr. Beilin asked Ms. Kaupp to help him pick out a gift for his wife. He told Ms. Kaupp that "I don't know what she [his wife] likes anymore." Mr. Beilin then compared his wife to Ms. Kaupp and told her that "My wife is very different from you." Mr. Beilin went on to state, "I imagine when you sneeze, it's adorable; and when my wife sneezes it sounds like a screaming man." Ms. Kaupp did not find it amusing to have her boss tell her he thought she was physically attractive and to compare her attractiveness to his wife—towards whom he had apparently no longer had any physical attraction. Mr. Beilin is not entitled to direct harassment towards Ms. Kaupp because he lacks a satisfying sex life at home.
- On another occasion, Mr. Beilin called Ms. Kaupp into his office and asked Ms. Kaupp to help him pick out his family Christmas card. During this interaction, Mr. Beilin fished for compliments from Ms. Kaupp on his physical appearance. He asked, "Which picture do you think I look the best in?" and "Are you repulsed?" Ms. Kaupp felt extremely uncomfortable being asked by her male boss to comment on his attractiveness, particularly after he had made it clear that he found her attractive.
- Over time, Mr. Beilin sought to isolate Ms. Kaupp from everyone but him—even his own boss. For example, Ms. Beilin's skip-level boss, Ron Adams, asked Ms. Kaupp to send him an email to coordinate his next visit to the office. Ms. Kaupp did as she was told and copied Mr. Beilin on her email to Mr. Adams. Almost immediately, Mr. Beilin stormed into Ms. Kaupp's office and told her that she had "no right" to email Mr. Adams even though Mr. Adams requested that she do so. Mr. Beilin went on to creepily state that he had "watched" Ms. Kaupp speak with Mr. Adams "for a very long time" in Milwaukee and started to grill Ms. Kaupp about what she spoke to Mr. Adams about, namely, whether it was "personal or business." Ms. Kaupp told him that the interaction with Mr. Adams was simply regarding his forthcoming visit. Mr. Beilin warned Ms. Kaupp, "We have to talk about who you can [and can't] talk to."
- Mr. Beilin also openly made regular comments about Alissa Pavano's (Director of Training & Development) physical features and attractiveness. He would also disparage her by saying she "uses her looks to get business," implying that she could not get business absent her physical appearance.
- Mr. Perez objectified female candidates to Ms. Walker. By way of example only, Mr. Perez stated that certain female candidates were "hot," or that "all the guys here are going to love her." Mr. Perez also made an array of other utterly discriminatory and unlawful comments regarding other job candidates.

- It was common knowledge amongst Ms. Kaupp’s colleagues that the abbreviation “ff” stood for “fun fuck.” Shortly into her tenure, Ms. Kaupp realized that several male employees’, when setting a meeting with her or Ms. Pavano would put “ff with Katrina” or “ff with Alissa” on their calendars. Mr. Beilin was aware and did nothing. The objectification of female employees was simply standard course of business at the Company.
- Mr. Beilin excuses—and takes part in—other male employees’ inappropriate conduct. To this point, a sales support team member, Alexandra Nuzzo, asked Ms. Kaupp to sit in on a meeting with her and a male financial advisor, Kendrick Constant, because Mr. Constant was being inappropriate with Ms. Nuzzo during one-on-one meetings in his office. The meeting went fine, and Ms. Kaupp reminded them to be respectful to each other. After the meeting, Ms. Kaupp explained the situation to Mr. Beilin. Mr. Beilin told Ms. Kaupp that Mr. Constant is interested in Ms. Nuzzo “in a sexual way,” and that it is “very hard” for Mr. Constant to concentrate on his work and be in an office with Ms. Nuzzo. Mr. Beilin admitted that he spoke regularly to Mr. Constant about how “tempting” Ms. Nuzzo is because she has nice “tits and an ass.” Mr. Beilin concluded by saying that there was nothing they could do about the situation because they cannot tell Mr. Constant not to be attracted to Ms. Nuzzo.

8. Clearly, sexually harassing conduct was standard practice at the Company.

II. Mr. Beilin Harasses Ms. Chamberlain For Being a Working Mother and Retaliates Against Ms. Kaupp for Being a Source of Support for Ms. Chamberlain

9. Before Ms. Chamberlain started in November 2024, she was assured that she would have flexibility to work remotely, at least once a week, after initial training periods. She also negotiated two weeks off later that year for a long-planned family trip (the “Family Trip”). Ms. Chamberlain quickly realized, however, that these assurances were nothing but lip-service.

10. After she started, one of Ms. Chamberlain’s children was struggling with his anxiety. Ms. Chamberlain disclosed this to Mr. Beilin and requested the flexibility to arrive closer to 9:00 a.m. to begin work. Mr. Beilin was visibly annoyed at Ms. Chamberlain’s request and told her that she was only allowed the slight flexibility for two weeks only and questioned whether Ms. Chamberlain, “Are you sure you can do this job with three small children?” Ms. Chamberlain affirmed her commitment to the role.

11. As the Family Trip approached, Mr. Beilin's disdain toward Ms. Chamberlain for being a working mother only worsened. He made clear that he was not happy with Ms. Chamberlain for taking time off to spend with her family.

12. For example, Mr. Beilin lamented to Ms. Kaupp about Ms. Chamberlain that "She can't be serious about her job" if she was willing to take time from work for her kids.

13. Given his outward displeasure, Ms. Chamberlain felt compelled to speak with Mr. Beilin and let him know that she was committed to her job. In response, Mr. Beilin called her decision to go on the Family Trip "unprofessional."

14. By April 2025, Mr. Beilin revoked Ms. Chamberlain's flexibility to work from home at least once per week. To make his unilateral decision known, Mr. Beilin instructed Ms. Kaupp to deliver the news and let Ms. Chamberlain know that the upcoming days that she had been approved to work remotely would have to be converted to Paid Time Off ("PTO") if she was not coming into the office. Ms. Kaupp told Mr. Beilin that the understanding was that Ms. Chamberlain would have flexibility to work from home, to which Mr. Beilin responded with derision, "Why? Because she's a mom?"

15. Following the revocation of her remote work, Ms. Chamberlain then let Mr. Beilin know that she converted her remote days to PTO and, once again, voiced her commitment to the role. Mr. Beilin told Ms. Chamberlain that had she worked from home, she would "Just sit at home with the kids," rather than work.

16. To add insult to injury, Joseph Nuara (Chief Financial Officer) was permitted to work remotely twice per week. Mr. Beilin told Ms. Chamberlain that Mr. Nuara works from home on those days because "Joe [Nuara] has kids" and "Daycare issues on the days that [his] wife works." Similarly, Travis Harrington (Chief Recruitment Officer) was permitted to miss

weekly meetings which started at 7:30 a.m. because he has children. Ms. Chamberlain, however, as a working mother, was crucified for requesting the same flexibility that Mr. Beilin happily provided her male colleagues.

17. On May 7, 2025, Ms. Chamberlain decided she had enough. After months of repeated criticisms about her ability to do her job while simultaneously having young children and being exposed to an environment permeated with hostility towards women, Ms. Chamberlain had no choice but to leave the Company.

18. In her communication to the Company regarding her exit she cited several concerns which motivated her decision to leave including, inter alia, “harsh internal communication and demeaning messaging” and being “questioned on [her] commitment to work, based on the fact that [she has] 3 young children.” Ms. Chamberlain also stated that she did not feel comfortable returning to the office given what she endured.

19. Mr. Beilin knew that Ms. Chamberlain and Ms. Kaupp had become friends. As such, the same day that Ms. Chamberlain was constructively discharged, Mr. Beilin called Ms. Kaupp into his office and accused Ms. Kaupp of being on “Her [Kim Chamberlain’s] team” and said she could not be “trusted.” Mr. Beilin then slashed Ms. Kaupp’s responsibilities and told her that going forward she would be nothing more than an “assistant.” Mr. Beilin concluded with a veiled threat to Ms. Kaupp’s job; he told Ms. Kaupp that she should consider scaling back her “commitment” with the Company to spend time with her own child and that he would be reevaluating her commitment and compensation going forward.

20. Clearly, Mr. Beilin was upset that Ms. Chamberlain had raised claims of discrimination against him and took his ire out on Ms. Kaupp because she supported Ms. Chamberlain.

21. From that point on, Ms. Kaupp was treated like a pariah. Indeed, several of her co-workers expressly told her that Mr. Beilin directed them to no longer speak with her.

22. In humiliating fashion, Ms. Kaupp would sometimes need to meet with co-workers in the women's restroom to coordinate calendars to try to ensure operations ran smoothly; when Ms. Kaupp tried to have meetings elsewhere with co-workers, Mr. Beilin would impede.

23. For instance, in late-May 2025, Ms. Kaupp learned that Mr. Beilin told a male financial advisor, Rob Gibson, who met with Ms. Kaupp regarding operations that his time is "better spent elsewhere."

24. Another colleague, Joseph Yurman, also told Ms. Kaupp that it seemed as though Mr. Beilin did not want him to speak with her. Mr. Beilin did not hide the fact that he wanted Ms. Kaupp to have no one at the Company to support her.

III. Ms. Walker is Subjected to Blatant Disability Discrimination

25. While Mr. Beilin was on a warpath targeting Ms. Chamberlain, the Company hired Ms. Walker in April 2025.

26. After she was hired, Ms. Walker disclosed that she has retinitis pigmentosa (an eye condition that impacts her vision) and would require a reasonable accommodation; namely, downloading software on her computer, ZoomText, that can read texts out loud, make text larger, and invert colors so that she could see them, as well as some other minor requests. The

Company did not even offer to pay for Ms. Walker's ZoomText software and she was forced to front the cost herself with no reimbursement.

27. Once Ms. Walker's disability became known, it was hardly kept a secret that she was no longer wanted.

28. By way of example, on her first day Ms. Walker was immediately provided a binder full of training materials that she could not read due to her vision-related disability. Ms. Walker asked for an electronic version, but her supervisor Mr. Perez ignored her request and continued to refer to the binder that he knew Ms. Walker could not see.

29. Within days of her starting, Mr. Perez spoke derisively how Ms. Walker "cannot see anything."

30. The day after Ms. Walker started, and once he was made aware of Ms. Walker's disability, Mr. Beilin directed Ms. Kaupp to schedule a meeting with Mr. Nuara and an employment lawyer so they could "see how we can get rid of" Ms. Walker because, in his view, Ms. Walker "cannot do the job with that disability."

31. Mr. Nuara, the lawyer and Ms. Kaupp met via Zoom and Mr. Nuara explained that Mr. Beilin wanted to fire Ms. Walker, who had just started and had requested disability accommodations.

32. The lawyer told them that to make it look legitimate, they should wait at least 90 days before putting her on a PIP and setting her up for termination as it would otherwise look illegitimate.

33. Ms. Kaupp was disgusted that her bosses were scheming to fire Ms. Walker like this, but she was to some minor degree relieved that Ms. Walker would at least have some time before she was fired.

34. Within weeks of Ms. Walker starting, Mr. Perez lamented that Ms. Walker would not be able to see what job candidates “look like” or be able to assess “their age” given her disability.

35. Ms. Walker stated that she could, but, in any event, that job candidates’ physical appearance or age is not relevant to whether they can do the job.

36. Mr. Perez dismissively responded, “For the most part,” implying that he only partially agreed with Ms. Walker’s statement but also party ascribed to stereotypes.

37. Ms. Walker was also required to attend team meetings approximately three to four times per month as part of her role.

38. At these meetings, Mr. Perez distributed paper copies of agendas and other materials relevant to the meeting.

39. Ms. Walker repeatedly requested that Mr. Perez e-mail her the materials for the meeting so that she could view it on ZoomText contemporaneously with her colleagues. Mr. Perez refused.

40. Instead, he told her things like, “You probably can’t see this anyway,” and that “someone” would send her the materials later.

41. Of course, that would not help Ms. Walker during the meetings, and, in any event, “someone” rarely followed through with sending Ms. Walker the materials.

42. Even in group settings when making conversation with colleagues, if Mr. Perez were showing the group content from his cellphone or referencing a document, he would not even turn it toward Ms. Walker after showing other colleagues.

43. Instead, in front of others, he would tell her, “You probably can’t see it anyway.” It was deeply hurtful and humiliating to Ms. Walker to be singled out because of her disability.

44. Ms. Walker was also forced to sit with the interns, away from the rest of the team. Mr. Perez openly joked that Ms. Walker had to “sit with the children.” At the Company, Ms. Walker was fodder for ridicule for no other reason than her disability.

45. By mid-June 2025, Mr. Perez told Ms. Kaupp that he and Mr. Nuara had met with the lawyer again regarding Ms. Walker. This time, without Ms. Kaupp present.

46. Mr. Perez did not tell Ms. Kaupp the substance of his meeting with the lawyer but advised that he and Mr. Nuara would be “handling the Haley [Walker] situation.” Ms. Kaupp inquired what he meant by his statement. Mr. Perez dismissively responded that “We’ll be handling it from here.”

47. In one fell swoop Mr. Perez had stripped Ms. Kaupp of another job responsibility and isolated Ms. Walker from any source of support.

48. Then, on June 17, 2025, as part of the coordinated effort to push her out, Ms. Walker was placed on a Performance Improvement Plan (“PIP”). The PIP provided Ms. Walker a mere three weeks to achieve near-impossible metrics.

49. For example, Ms. Walker was required to do more than 60 interviews within that short time frame, but Mr. Perez and Mr. Harrington had to first review and approve prospective candidates before they could be scheduled for interviews.

50. Days later, Ms. Walker complained, via e-mail, to the Northwestern Mutual ethics team regarding the disability discrimination directed at her as well as discrimination she had observed towards others. In her complaint, Ms. Walker stated, *inter alia*:

I would like to share my experience at NM [Northwestern Mutual] with you:

I have a vision impairment and use an accessibility software to do my job, which has openly frustrated Gabe [Perez] since day one.

Every time we have a recruiting meeting I asked for a electronic version of the paper copies to be forwarded to me, which is a reasonable accommodation, however this is rarely done.

...

Please also see the email below which refers to someone not being a good fit [for a role at the Company] because they are a single mother with a child with special needs.

It is a toxic work environment and I am given a different standard as someone with a disability and a[s] someone who is a woman.

51. Along with her complaint, Ms. Walker attached an e-mail chain between herself, Mr. Perez, and Ms. Kaupp wherein she proposed a potential candidate for a role and Mr. Perez identified the fact that this candidate was a “single mom” and has one child “with special needs” as negative factors. These are obviously completely unlawful considerations upon which to make any employment-related decisions. Mr. Perez’s email is depicted below:

From: PEREZ, GABRIEL /GA110 <gabe.perez@nm.com>

Sent: Tuesday, May 20, 2025 9:28 AM

To: Walker, Haley /GA110 <haley.walker@nm.com>; Kaupp, Katrina /GA110 <katrina.kaupp@nm.com>

Subject: RE: Candidate For approval

Good CI, DNP on RC but traits are decent/good. Two concerns: single mom with two kids, one with special needs, and over 25 with little to no true professional experience (behavior tech, daycare teacher, retail) . May be tough transition for her, but I don’t see why we wouldn’t move her forward to speak with Louis as a next step.

52. Ms. Kaupp, having been included on the referenced correspondence herself, spoke to Mr. Perez about his discriminatory comments regarding the prospective candidate who was a “single mom.” Mr. Perez became upset with her and told Ms. Kaupp that he was just stating “true facts” about the prospective candidate. Ms. Kaupp advised him that his conduct was likely unlawful as it was discriminatory. Thereafter, Mr. Perez instructed Ms. Walker not to include Ms. Kaupp in communications regarding prospective candidates.

53. Ms. Walker was left to the mercy of Mr. Perez, who had consistently shown his frustration with her disability, and Ms. Kaupp was further isolated and had more responsibility stripped for protesting discrimination.

54. Within days of her complaint, Ms. Walker noticed that the spreadsheet she had been using since she was hired had been changed to colors that she could not differentiate due to her disability. Because of this, she needed assistance from another employee and asked Ms. Kaupp to change the spreadsheet colors back so that she could see the spreadsheet required of her role. With a mere three weeks to reach the metrics in her PIP, it was more important to Ms. Walker than ever to access all the necessary tools to do her job.

55. To this end, over the following weeks, Ms. Walker sent potential candidates to Mr. Perez for his approval, a majority of whom met qualifications that had been previously sufficient, but he declined to move them forward. This directly impeded Ms. Walker's ability to meet the threshold requirement for interviews in her PIP.

56. On one occasion, Mr. Perez told Ms. Walker that they could not move a candidate forward based on the fact that person's name sounded as though it was derived from a specific race or ethnicity. For instance, if a candidate's name sounded as though it was derived from Africa, Mr. Perez would pass them up due to his subjective belief that the candidate—based on their name alone—would require the Company's help in acquiring a visa in order to work in the United States. Ms. Walker tried to tell him that it is inappropriate to try to guess a person's visa status from their name. Mr. Perez was the gatekeeper, however, and he had the final say despite Ms. Walker's protests.

57. On another occasion, Ms. Walker sent a candidate she wanted to pass through to Mr. Harrington because Mr. Perez was out of town and the terms of her PIP expressly allowed

her to do so. Mr. Perez caught wind of this and e-mailed Ms. Walker that only he could approve her candidates. This, of course, was not the terms of Ms. Walker's PIP and designed only to frustrate Ms. Walker's ability to do her job.

58. On July 11, 2025, Ms. Walker was terminated. That day, when she came into the office, Ms. Walker was incredibly anxious and disclosed to her co-worker, Eddie Coyle, that she was fearful of losing her job. Mr. Coyle told her "That would be crazy" because "Her [Ms. Walker's] numbers [were] where everyone else's [were]."

59. Later that day, Ms. Walker's fears were realized; Mr. Perez and Mr. Nuara terminated her. During the meeting there was no substantive conversation regarding her performance, Ms. Walker was simply told to leave her computer and key card on her desk.

60. Ms. Walker's termination was obviously in the works—and expressly so—from the moment Ms. Walker disclosed her disability.

IV. Mr. Beilin Harasses Ms. Kaupp and Forces Her Out

61. At this point, the walls were closing in on Ms. Kaupp. The cumulative effects of the Company's blatantly discriminatory conduct toward her and her female colleagues manifested itself physically and Ms. Kaupp began to have panic attacks. Ms. Kaupp knew she was surrounded by cruel people whose values were not aligned with her own. On a daily basis, Ms. Kaupp was subjected to hostility and isolation that became too much for her to bear.¹

¹ Northwestern Mutual was aware of Mr. Beilin's conduct toward Ms. Kaupp. Before her constructive discharge, Ms. Kaupp complained to Northwestern Mutual's ethics department and William Schoyer (Principal) regarding the discriminatory treatment at the Company she and Ms. Walker were subjected to. The Company took no immediate action. On another occasion, Lisa Lopacinski (Field Growth & Engagement Partner) saw first-hand that Mr. Beilin was inappropriate toward Ms. Kaupp, but the Company took no remedial action against Mr. Beilin—to the contrary, Ms. Lopacinski acknowledged that leadership in the office where Ms. Kaupp worked was not going to change and suggested that Ms. Kaupp transition to another role within

62. On July 14, 2025, Ms. Kaupp communicated to the Company that she was leaving due to being constructively discharged. In her correspondence, Ms. Kaupp stated, *inter alia*:

I experienced repeated incidents of unprofessional conduct by senior leadership. This included inappropriate remarks, public disparagement, and disregard for legally protected rights. These behaviors escalated following two key events, both of which resulted in direct retaliation against me.

On May 7, 2025, after a female colleague, Kim Chamberlain, resigned due to a hostile work environment, I was targeted for supporting her during that process. My managing partner Alex Beilin, in front of the CFO, Joe Nuara, told me he would be “reevaluating my commitment to the firm” forbid me from working additional hours, even though my role required being present during outside hours and notified me he would be changing my role and implied that, as a mother, I should use this as an opportunity to cut back my hours to spend more time with my son before he left for college—stating “that’s what a mother should do.” He also told me I was “no longer to be trusted” and that I was “on her team.” These statements were discriminatory, retaliatory, and completely inappropriate.

The colleague who resigned was repeatedly spoken about in degrading and discriminatory ways, including comments about her weight, the way she dressed, her parental responsibilities, and her perceived lack of seriousness about her career due to having young children. Her ability to work remotely was revoked under the assumption she would “sit by the pool with her kids,” despite being a professional, present, and fully engaged team member.

Following this, my own role was systematically diminished. I was removed from leadership, stripped of responsibilities I was hired for, excluded from meetings, and intentionally cut off from key communications. My colleagues were discouraged from interacting with me, and some were encouraged to gossip about me. The managing partner refused to meet with me directly, and my duties were reassigned or obstructed in a manner that made it impossible to perform my job.

The second major event involved a female employee, Haley Walker, with a vision disability who began employment on April 2, 2025. The very next day, I was asked by the Managing Partner, Alex Beilin

Northwestern Mutual. Mr. Beilin, however, thwarted Ms. Kaupp’s efforts to remove herself from his grasp and sabotaged her opportunities to pivot within the Company.

to consult with an employment lawyer on how to terminate her because “she can’t do her job with that disability.”

...

Despite having her candidates pushed back on [and] the team always looking for faults to be documented, she was performing at the same level as another member on the recruiting team, and in line with other team members at the same tenure, she was placed on a performance improvement plan just 76 days after starting—against legal guidance from our employment attorney.

My involvement in advocating for her, including pointing out concerns about discriminatory rejection of job candidates (one being dismissed for being a “single mom of two kids with disabilities”), triggered further retaliation against me. Responsibilities were taken away, communication was blocked, and attempts were made to discredit my role and restrict my access to tools and meetings essential to my work.

...

The cumulative effects of these actions have significantly harmed my health and well-being. I have experienced panic attacks and anxiety due to the toxic work environment and continued retaliation. I am no longer able to return to the office in these conditions, especially after the unlawful termination of the disabled colleague I supported and the isolation and hostility I now face on a daily basis.

63. Ms. Kaupp simply could not continue to be tormented and let both her mental and physical wellbeing deteriorate as a condition of her job.

V. Northwestern Mutual and Beilin Group are a Joint and/or Single Employer

64. Over the course of Complainants’ tenure at the Company, Northwestern Mutual acted as—and held itself out to be—their employer and/or joint employer with the Beilin Group.

65. Northwestern Mutual directly asserts and exerts control over the terms and conditions of Complainants’ employment through its policies and procedures. For instance, as part of their onboarding process at the Company, Complainants were required to complete trainings on the subject of, *inter alia*, ethical standards, electronic communications and other

business-related conduct. Complainants also had to attest to their completion of those Northwestern Mutual training courses.

66. Northwestern Mutual and the Beilin Group have centralized and interrelated operations, particularly with respect to enforcement of antidiscrimination policies and laws and compliance with respect to the terms and conditions of employment. Northwestern Mutual also handles disciplinary measures and other corrective actions. For instance, but only by way of example, Northwestern Mutual human resources (“HR”) department operates as the HR function for the Beilin Group.

67. As one example, when Ms. Chamberlain raised a complaint of discrimination at the Beilin Group, it was Tiffanie McClain (Northwestern Mutual’s Assistant Director, Field Relations), who affirmatively contacted her to discuss her complaint. Ms. McClain told Ms. Chamberlain that Northwestern Mutual was going to investigate, but because Ms. Chamberlain was “no longer an employee” (implying she was previously a Northwestern Mutual employee), Northwestern Mutual was not going to reveal its findings to her.

68. As another example, it was Ms. McClain who responded on behalf of Northwestern Mutual to Ms. Walker’s complaint. Ms. McClain did not disclaim that Northwestern Mutual was Ms. Walker’s employer. Instead, Ms. McClain told Ms. Walker that the “next step,” to her complaint was to find time to schedule a conversation.

69. Northwestern Mutual also reached out to Ms. Kaupp to investigate the allegations made in her internal discrimination complaint.

70. On another occasion, Lindsay Wolfer (Recruiter) told Mr. Beilin, in front of Ms. Kaupp and others, that Northwestern Mutual had affirmatively reached out to her about Mr. Beilin’s inappropriate conduct toward women.

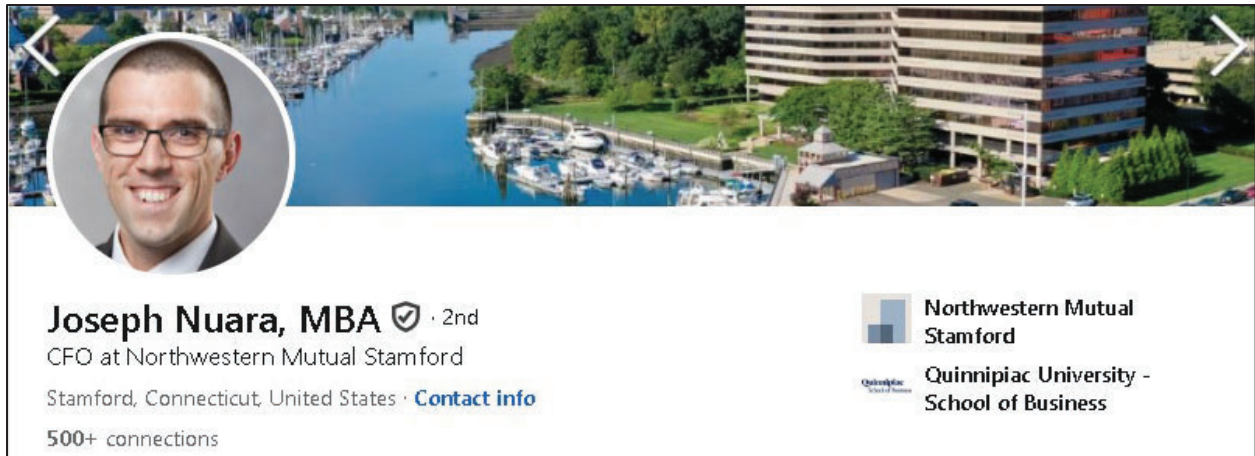
71. Northwestern Mutual knows that Beilin Group employees consider themselves employees of Northwestern Mutual due to the pervasive use of the Northwestern Mutual name, logo and branding throughout all aspects of their employment—yet Northwestern Mutual does not take any steps to clarify that they are not the employer.

72. For instance, Ms. Kaupp, Ms. Chamberlain and Ms. Walker all executed employment agreements which were on Northwestern Mutual letterhead. To illustrate, the page headers for each of Complainant’s employment agreements are depicted below.



73. Upon their start at the Company, Complainants were also provided Company email address which all ended in “@nm.com,” clearly referencing Northwestern Mutual.

74. The LinkedIn pages for executives at the Beilin Group list Northwestern Mutual as their employer. See below as an example.



75. In fact, Mr. Nuara’s LinkedIn page does not list the Beilin Group anywhere on his LinkedIn page as even one of his employers. He strictly limits his reference to his employer as being Northwestern Mutual. Upon information and belief, Northwestern Mutual is well aware that members of the Beilin Group (and other groups) hold themselves out as being employees of Northwestern Mutual.

76. For all the reasons set forth above and others, at all times Complainants reasonably believed that Northwestern Mutual was their employer. Upon information and belief, Northwestern Mutual is and was aware that Complainants and others hold such reasonable belief but does nothing to correct this belief.

FIRST CAUSE OF ACTION
(Discrimination in Violation of Title VII of the Civil Rights Act of 1964 (“Title VII))

77. Complainants hereby repeat, reiterate, and re-allege each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

78. By the actions described above, among others, Respondents discriminated against Complainants because of gender.

79. As a direct and proximate result of Respondents' unlawful and discriminatory conduct in violation of Title VII, Complainants have suffered, and continue to suffer harm for which they are entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

80. As a direct and proximate result of Respondents' unlawful and discriminatory conduct in violation of Title VII, Complainants have suffered, and continue to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

81. Respondents' unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Complainants' protected rights under Title VII.

SECOND CAUSE OF ACTION
(Retaliation in Violation of Title VII)

82. Complainants hereby repeat, reiterate, and re-allege each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

83. By the actions described above, among others, Respondents retaliated against Complainants for engaging in protected activity.

84. As a direct and proximate result of Respondents' unlawful and retaliatory conduct in violation of Title VII, Complainants have suffered, and continue to suffer harm for which they are entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

85. As a direct and proximate result of Respondents' unlawful and retaliatory conduct in violation of Title VII, Complainants have suffered, and continue to suffer injury, pain,

ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

86. Respondents' unlawful and retaliatory actions constitute malicious, willful, wanton and/or reckless indifference to Complainants' protected rights under Title VII.

THIRD CAUSE OF ACTION
(Discrimination in Violation of the Americans with Disabilities Act ("ADA"))

87. Complainants hereby repeat, reiterate, and re-allege each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

88. By the actions described above, among others, Respondents discriminated against Complainant Haley Walker because of her disability.

89. As a direct and proximate result of Respondents' unlawful and discriminatory conduct in violation of the ADA, Complainant has suffered, and continues to suffer harm for which she is entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

90. As a direct and proximate result of Respondents' unlawful and discriminatory conduct in violation of the ADA, Complainant has suffered, and continues to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

91. Respondents' unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Complainant's protected rights under the ADA.

FOURTH CAUSE OF ACTION
(Discrimination in Violation of the Connecticut Fair Employment Practices Act
(“CFEPA”))

92. Complainants hereby repeat, reiterate, and re-allege each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

93. By the actions described above, among others, Respondents discriminated against Complainants because of gender and/or disability.

94. As a direct and proximate result of Respondents’ unlawful and discriminatory conduct in violation of the CFEPA, Complainants have suffered, and continue to suffer harm for which they are entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

95. As a direct and proximate result of Respondents’ unlawful and discriminatory conduct in violation of the CFEPA, Complainants have suffered, and continues to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

96. Respondents’ unlawful and discriminatory actions constitute malicious, willful, wanton and/or reckless indifference to Complainants’ protected rights under the CFEPA.

FIFTH CAUSE OF ACTION
(Retaliation in Violation of the CFEPA)

97. Complainants hereby repeat, reiterate, and re-allege each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

98. By the actions described above, among others, Respondents retaliated against Complainants for engaging in protected activity.

99. As a direct and proximate result of Respondents’ unlawful and retaliatory conduct in violation of the CFEPA, Complainants have suffered, and continue to suffer harm for which

they are entitled to an award of damages to the greatest extent permitted by law, including but not limited to monetary and/or other economic harm.

100. As a direct and proximate result of Respondents' unlawful and retaliatory conduct in violation of the CFEPA, Complainants have suffered, and continue to suffer injury, pain, ailments and conditions, and reputational harm, as well as mental anguish and emotional distress, for which she is entitled to an award of compensatory damages.

101. Respondents' unlawful and retaliatory actions constitute malicious, willful, wanton and/or reckless indifference to Complainants' protected rights under the CFEPA.

PRAYER FOR RELIEF

Complainants are seeking the following relief:

A. A comprehensive investigation conducted by the CHRO into all claims of discrimination and retaliation set forth herein.

B. For the CHRO to compel Respondents to produce all relevant documents, records and communications related to Complainants employment and protected complaints, including but not limited to:

- a. Personnel files;
- b. Complaints of discrimination, disparate treatment and/or retaliation by employees including but not limited to the complaints made by Complainants and any corresponding investigation into those complaints;
- c. Disciplinary records;
- d. Documents sufficient to show prospective employees who applied for a position at the Company, the applicants who were hired, the applicants who were rejected for a role and the basis of the rejection.
- e. Correspondence between Company executives, financial advisors, and/or other employees, including but not limited

to Mr. Beilin, Mr. Nuara, and Mr. Perez regarding, *inter alia*,
Complainants, the appearance of female employees and/or
prospective employees, and/or using the abbreviation “ff.”

C. For the CHRO to interview relevant witnesses and preserve their testimony,
including current or former employees who may have relevant knowledge.

D. Upon completion of its investigation, for the CHRO to make formal findings that
there is reasonable cause to believe that the Company engaged in unlawful discrimination and
retaliation and to refer the matter for judicial proceedings.

E. That the CHRO grant such other and further relief as it deems just and proper.

Dated: October 15, 2025
New York, New York

Respectfully submitted,

WIGDOR LLP

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