

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

SANJAY SANGHOEE,

Plaintiff(s),

*-against-*

DELOS CAPITAL MANAGEMENT LP; DELOS INVESTMENT FUND II, LP; DELOS FUND II GP, LLC; and MATTHEW CONSTANTINO,

Defendant(s).

Index No.

**Summons**

Date Index No. Purchased:

June 3, 2026

To the above named Defendant(s)

DELOS CAPITAL MANAGEMENT LP; DELOS INVESTMENT FUND II, LP; DELOS FUND II GP, LLC  
120 Fifth Ave, 3rd Floor, New York, NY 10011  
MATTHEW CONSTANTINO  
Primary Address: 124 E 13th St, PH Unit, New York, NY 10003  
Secondary Address: 26 Merriwood Drive, Wainscott, NY 11975

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 20 days after the service of this summons, exclusive of the day of service (or within 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.

The basis of venue is the parties' principal place of business or residence,  
which is County of New York, State of New York.

Dated: New York, NY

June 3, 2026

DAVIS WRIGHT TREMAINE LLP

by /s/ Michael V. Rella

Michael V. Rella

Attorneys for Plaintiff

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New York, NY 10020  
(212) 880-3973

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

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SANJAY SANGHOEE,

Plaintiff,

**COMPLAINT**

v.

**DEMAND FOR JURY TRIAL**

DELOS CAPITAL MANAGEMENT LP;  
DELOS INVESTMENT FUND II, LP;  
DELOS FUND II GP, LLC; and  
MATTHEW CONSTANTINO,

Index No: \_\_\_\_/2026

Defendants.  
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Plaintiff Sanjay Sanghooe (“Mr. Sanghooe” or “Plaintiff”), by his attorneys, Davis Wright Tremaine, LLP, for his Complaint against Defendants Delos Capital Management LP (“Delos Capital,” “Delos,” or the “Firm”); Delos Investment Fund II, LP (“Fund II”); Delos Fund II GP, LLC (“DFGP II”); and Matthew Constantino (“Mr. Constantino”) (collectively, “Defendants”) alleges upon knowledge as to Plaintiff’s own acts and upon information and belief as to all other matters, as follows:

**NATURE OF THE ACTION**

1. Mr. Sanghooe loyally served as Chief Financial Officer (“CFO”) of the private equity firm Delos Capital from 2013, when it was formed, through 2020. He also served faithfully as Delos Capital’s Chief Operating Officer (“COO”) and Chief Compliance Officer (“CCO”) from 2013 through spring 2024, when Defendants suddenly and unceremoniously ousted him from the Firm as retaliation for his refusal to participate in their illegal activity.

2. Defendants took this unlawful action against Mr. Sanghooe because, among other things, he refused to withhold compensation—which had been both earned and specifically promised—from one of Delos Capital’s employees.

3. Mr. Sanghooe was also punished for complaining about the egregious misconduct and gross mismanagement by Delos Capital’s Chief Executive Officer (“CEO”), Defendant Matthew Constantino. Indeed, as a direct result of Mr. Constantino’s misconduct, one of the Firm’s private equity funds—of which Mr. Sanghooe is a meaningful investor—performed dismally and caused the investors (including Mr. Sanghooe) to suffer significant losses.

4. To be sure, the fault lies squarely with Mr. Constantino. Mr. Constantino is the principal owner and managing partner of Delos Capital, as well as its sole decisionmaker. Since the Firm’s formation, Mr. Constantino has had the final word on all of the Firm’s activities, including its investments, and has explicitly affirmed his complete authority in written internal communications.

5. Although the ultimate responsibility for all decisions lies with Mr. Constantino, at least prior to Mr. Sanghooe’s departure from Delos, James “Jim” Kim of the law firm of Cole Schotz P.C. served as the de facto General Counsel of Delos and personal counsel for Mr. Constantino. Mr. Constantino was always the final decisionmaker, but Mr. Kim was aware of practically all affairs related to Delos and Mr. Constantino (including those detailed in this Complaint) and had Mr. Constantino’s “proxy” on most items, particularly in his absence. Accordingly, Mr. Kim often made or approved important decisions—both personal and professional, including related to investments—on Mr. Constantino’s behalf.

6. Despite Mr. Constantino’s significant responsibility and fiduciary duties to investors, particularly beginning in 2017, his rampant alcoholism and erratic behavior inhibited

him from fulfilling his duties as CEO. He was regularly absent; failed to supervise Delos employees; took almost no interest in managing Delos's investments; frequently made snap-decisions without sufficient preparation, knowledge, or discussion with the team; and would often "skip" investor calls and meetings at the last minute, insisting that Mr. Sanghooe or others at Delos "cover" for him and make excuses for his eleventh-hour absences. Over time, this behavior concerned and alarmed investors, and resulted in the destruction of value in Delos's second private equity fund, Fund II, to which Mr. Sanghooe had made a \$900,000 capital contribution in exchange for a 15% share of the performance fee on profits earned from the fund.

7. Delos concluded fundraising for Fund II at approximately \$275 million at the end of 2018. To date, however, investors in Fund II (including Mr. Sanghooe) have received only minimal distributions, consisting primarily of a return of capital. Fund II's overall portfolio has become an unmitigated disaster due to Mr. Constantino's abject and prolonged neglect of his fiduciary duties, and the Fund has not generated any meaningful profit for investors to date. Under even a modest performance, Mr. Sanghooe should have earned no less than \$20,000,000 from his \$900,000 capital contribution—which would fall comfortably within the range of a 1.75x–4.5x return on his investment. Moreover, public benchmark data demonstrates that Fund II is creating significantly less value per dollar paid in and/or compounding capital at a materially lower rate than its peer funds.

8. As a loyal friend and employee, Mr. Sanghooe offered Mr. Constantino critical support on countless occasions, attempting to secure treatment for his severe alcoholism and staging numerous interventions for him over many years. Indeed, Mr. Constantino openly admitted in his speech during an Annual General Meeting ("AGM") of investors that Mr. Sanghooe "saved his life," and repeated that acknowledgement on several other public and private occasions.

Mr. Constantino also admitted to Mr. Sanghooe many times that “Delos would not exist without him.” Mr. Sanghooe’s efforts, however, all proved to be in vain, as Mr. Constantino turned on Mr. Sanghooe and plotted to squeeze him out of the Firm as soon as it became financially convenient to do so.

9. In or around late 2023, Delos rehired Andrew Schweibold as the Firm’s “second in command” although he had previously been terminated for cause and had a storied and extremely tempestuous working and personal relationship with Mr. Constantino.

10. Near the end of 2023, investors in Delos suddenly stopped calling Mr. Sanghooe. Upon information and belief, Mr. Constantino and potentially others at Delos told investors not to speak to Mr. Sanghooe, in furtherance of the scheme to eventually drive him out of Delos. This was extremely damaging to Mr. Sanghooe’s reputation in the private equity space.

11. In early 2024, Mr. Schweibold brought in Ari Lefkovits to launch a proposed restructuring advisory business at Delos. Supposedly, Mr. Schweibold would lead the private equity portfolio and help with the restructuring advisory business while Mr. Lefkovits would lead the restructuring advisory business, and Mr. Constantino would oversee Delos while Mr. Sanghooe maintained his same role. What Mr. Sanghooe did not know was that these individuals were planning to squeeze him out of the Firm. Indeed, while Mr. Sanghooe was doing his job as COO/CCO, they were huddled together plotting to oust him.

12. Also in early 2024, Mr. Constantino, Mr. Schweibold, and Mr. Lefkovits began to meet privately to discuss Firm business—without Mr. Sanghooe—in Mr. Constantino’s apartment. This concerned Mr. Sanghooe, but Mr. Constantino lied to him and told him everything was fine.

13. In or around February 2024, shortly after an attempted intervention with Mr. Constantino to address his rampant drinking, Mr. Constantino met privately with Mr. Sanghooe

and showed him a piece of paper purporting to diagram how Mr. Sanghooe would be compensated under the Firm's new structure. The paper showed, and Mr. Constantino promised Mr. Sanghooe, that significant fees from Fund II would flow into the Firm's management company, and that he and Mr. Sanghooe would split the bulk of those fees, amounting to millions of dollars. He also promised that a new restructuring advisory business line led by Mr. Lefkovits and aided by Mr. Schweibold would generate between \$7 million and \$20 million a year, of which Mr. Constantino and Mr. Sanghooe would split a meaningful percentage. He further promised that Mr. Sanghooe's role at Delos would not change and that he would still receive his return on the profits generated by Fund II. When Mr. Sanghooe asked to take a photograph of this piece of paper, however, Mr. Constantino quickly snatched it away. That is because Mr. Sanghooe has since learned that the paper was a ruse designed to induce him to keep working at Delos while keeping him in the dark about the plot to imminently force him out of the Firm.

14. Sure enough, in or around May 2024, Mr. Sanghooe returned from lunch to find that Mr. Schweibold and Mr. Lefkovits—at Mr. Constantino's direction—had just told everyone in the office that Mr. Sanghooe would be departing Delos. They did this without first consulting with him, thereby embarrassing him greatly in front of the team and undermining his credibility. Mr. Constantino's stated reason for wanting Mr. Sanghooe "out," according to Mr. Kim, was his refusal to participate in the unlawful withholding of an earned bonus from a Delos Capital employee—a bonus that Mr. Constantino had previously reviewed and specifically approved based on the employee achieving the necessary benchmarks. In reality, Mr. Sanghooe was just the latest victim in Mr. Constantino's long history of eliminating Delos employees who knew too much about his struggles with alcohol and violation of fiduciary duties.

15. While Mr. Sanghooe was told to stay home and not to speak to investors, he was kept on the company's payroll for a period of time so that the Firm could continue leveraging his titles (including COO/CCO) and avoid difficult conversations with investors and possibly regulators, which could have exposed Mr. Constantino's misconduct as well as Mr. Schweibold and Mr. Lefkovits's role in taking advantage of Mr. Constantino's alcoholism to insert themselves into Delos.

16. When Delos no longer needed Mr. Sanghooe, Defendants abruptly stopped paying his salary and dumped him. They also failed to pay Mr. Sanghooe any of the significant compensation that Mr. Constantino had promised and/or that Mr. Sanghooe had otherwise earned, including any bonus for 2023 or 2024, despite his significant work in trying to keep the Firm afloat while Mr. Constantino floundered in a drunken haze, unable to fulfill his duties and obligations to Mr. Sanghooe and the other investors.

17. As a result, Mr. Sanghooe has been deprived of any meaningful return on his investment in the Firm as well as the significant compensation that he is still owed. These losses total no less than \$20 million. Through this action, Mr. Sanghooe seeks redress for Defendants' misconduct, which upon information and belief, is ongoing.

### **PARTIES**

18. Mr. Sanghooe is an individual who resides in New York, NY.

19. Delos Capital is a Delaware limited partnership with its principal place of business at 120 Fifth Avenue, 3<sup>rd</sup> Floor, New York, NY 10011.

20. DFGP II is a Delaware limited liability company with its principal place of business at 120 Fifth Avenue, 3<sup>rd</sup> Floor, New York, NY 10011.

21. Fund II is a Delaware limited liability company with its principal place of business at 120 Fifth Avenue, 3<sup>rd</sup> Floor, New York, NY 10011.

22. Mr. Constantino is an individual who resides in New York, NY.

**JURISDICTION AND VENUE**

23. The Court has subject-matter jurisdiction over this dispute because it is a court of general jurisdiction and Mr. Sanghooe seeks monetary damages in an amount well within the Court's jurisdiction.

24. Personal jurisdiction and venue are proper in this Court pursuant to CPLR 503(a) because Mr. Sanghooe and Mr. Constantino work and reside in New York County; Delos Capital, DFGP II, and Fund II conduct most of their business and have their principal place of business in New York County; and a substantial portion of the events and omissions giving rise to Mr. Sanghooe's claims occurred in New York County.

**STATEMENT OF FACTS**

**A. The Firm's Business**

18. Delos Fund GP LLC ("DFGP"), formed in or around August 2013, is the General Partner ("GP") of Delos Investment Fund LP ("Fund I"), the Firm's first private equity fund, which was formed in or around 2013 and invested in opportunities in the industrial, manufacturing, chemicals, packaging, and consumer sectors in North America.

19. DFGP II, formed in or around February 2018, is the GP of Fund II, the Firm's second private equity fund, which was formed in or around late 2018 and focuses on similar opportunities to Fund I, as well as opportunities in certain other areas.

20. Mr. Constantino is the Managing Member of DFGP II, while Mr. Sanghooe and other Delos employees are simply "Members" with no ownership interests in the LLC.

21. DFGP II is responsible for contributing capital in connection with the Firm's acquisitions and other transactions in addition to the capital contributed by the Limited Partners ("LP"s). DFGP II uses Members' contributions, including those of Mr. Sanghooe and other Delos employees, as the source of that capital.

22. Delos Capital was formed in or around August 2013 to act as the investment manager of Fund I (and later, Fund II).

23. While DFGP II has several Members, including Mr. Sanghooe, Mr. Constantino is the Principal Owner and Managing Partner of Delos Capital.

**B. Mr. Sanghooe's Introduction to Mr. Constantino and the Firm**

24. Mr. Sanghooe has over two decades of experience in investment banking and private equity.

25. Through approximately 2008, Mr. Sanghooe served as a Senior Associate of a Manhattan-based hedge fund with over \$11.5 billion in assets under management ("AUM") on a private equity team with approximately \$250 million in AUM. Mr. Sanghooe continued in that role until approximately the end of 2008 during the financial crisis.

26. For approximately the next three years (2009–2011), Mr. Sanghooe served in various consulting roles in investment banking and private equity, including for a Charlotte-based radio broadcaster specializing in multicultural, community-focused formats.

27. In or around 2012, a friend of Mr. Sanghooe in the investment banking and private equity space suggested that Mr. Sanghooe meet Mr. Constantino, a former Apollo partner and member of its "old guard," who was planning to raise his own fund.

28. In or around 2012, Mr. Sanghooe met Mr. Constantino for the first time and reviewed the teaser that he had drafted for what would later become Delos. In Mr. Sanghooe's opinion, the teaser had a great deal of room for improvement.

29. Mr. Constantino requested Mr. Sanghooe's assistance in revising the teaser for Delos, and Mr. Sanghooe drafted a revised teaser over the course of approximately one month. Mr. Constantino paid Mr. Sanghooe for this project, but the agreement was not reduced to writing.

30. Approximately three to four months after Mr. Constantino had requested Mr. Sanghooe's assistance in revising the Firm's teaser, Mr. Constantino asked Mr. Sanghooe to draft a private placement memorandum ("PPM") for Delos. Mr. Constantino paid Mr. Sanghooe to write the PPM, but again, there was no written agreement.

31. While Mr. Sanghooe was drafting the Firm's PPM and Mr. Constantino was focused on fundraising for Fund I, Mr. Sanghooe observed that Mr. Constantino became difficult to reach and took a long time to respond to his calls and emails. Mr. Sanghooe nevertheless completed the PPM in a timely manner and delivered it to Mr. Constantino.

32. In or around early 2013, an anchor investor in Fund I suddenly pulled out of its investment. Mr. Constantino told Mr. Sanghooe that he was suspending his fundraising efforts for Fund I as a result, and was not sure if or when he would resume. Mr. Sanghooe also learned that Mr. Constantino was so furious about the anchor investor backing out that he had punched a hole in the wall of his home. Mr. Sanghooe did not hear from Mr. Constantino for several months following this incident.

33. In or around spring 2013, Mr. Constantino invited Mr. Sanghooe to a gala at Lincoln Center in Manhattan. Also at the gala, at the invitation of Mr. Constantino, was Mr. Schweibold, who also worked in private equity.

34. Mr. Sanghooe had only met Mr. Schweibold once before, but he understood that Mr. Constantino had worked with him in various capacities for many years. It was evident from the start that they had real history together and were extremely close. While Mr. Sanghooe had some concerns at the outset about becoming a “third wheel” in the hand-in-glove dynamic between Mr. Constantino and Mr. Schweibold—something that indeed came to pass—he decided to give them the benefit of the doubt and approach the situation professionally.

35. During the gala, Mr. Constantino told Mr. Sanghooe that he had resolved to start fundraising again and wanted to put Mr. Sanghooe on retainer for “anything and everything” related to those efforts over roughly the next six months. This arrangement was not reduced to writing.

36. At the gala, Mr. Schweibold bluntly asked Mr. Sanghooe whether he “believed in” Mr. Constantino. Mr. Sanghooe remained cautiously optimistic about working with Mr. Constantino, and both individuals indeed went on to work for Mr. Constantino and Delos—with Mr. Schweibold acting as a “junior partner” of the Firm despite never executing any formal agreement memorializing his role or that title.

37. In or around summer 2013, Delos obtained a new anchor investor.

38. Around that same time, Mr. Constantino emphasized to Mr. Sanghooe that institutional investors would want to see an operational framework “on day one,” so Mr. Sanghooe conducted intensive, in-depth industry research into fund operations and advised Mr. Constantino to outsource fund administration, legal, and tax services for the Firm. Mr. Sanghooe also met with vendors in these areas, executed engagement letters, assembled a comprehensive operations binder, and promptly delivered the entire operational framework to Mr. Constantino. Mr. Sanghooe’s efforts were critical for fundraising and the eventual deployment of capital in Fund I.

39. In or around late summer 2013, Mr. Sanghooe learned that Mr. Constantino had been speaking to candidates for a COO/CFO/CCO role. Mr. Sanghooe asked to be considered for the job. Mr. Constantino offered him the position, and he accepted. There was no employment agreement relating to this position.

### **C. Delos Begins Operations and Launches Fund I.**

40. In or around September 2013, Mr. Constantino wrote Mr. Schweibold and Mr. Sanghooe's proposed salary terms on a napkin in the backyard of the Bowery Hotel in Manhattan. Under a handshake agreement, Mr. Constantino promised to pay Mr. Schweibold and Mr. Sanghooe an initial base salary, though their compensation would later increase and eventually include bonus payments. Mr. Sanghooe's salary soon did increase, but there was no contract reflecting any specific figure.

41. From the outset, Mr. Constantino acted as the Founder, sole Partner, and CEO of the Firm. He was endowed with essentially unlimited decision-making authority and had the final word on all of the Firm's activities, including its investments.

42. Mr. Schweibold was Mr. Constantino's "second-in-command" in connection with the management and operation of the Firm since its formation. Mr. Schweibold handled many of the Firm's management decisions, though always at Mr. Constantino's sole discretion. Mr. Schweibold was also responsible for sourcing and evaluating investment opportunities, retaining special advisors in connection with certain transactions, executing the Firm's acquisitions and transactions, generally overseeing and evaluating the Firm's portfolio of investments, and various growth strategies. Despite holding informal titles such as "partner," "co-founder," and "co-manager" at various times, Mr. Schweibold never executed any paperwork memorializing those titles, and all Firm decisions were required to be reviewed and approved by Mr. Constantino.

43. At the outset of their employment with the Firm, Mr. Schweibold and Mr. Sanghooe signed a Confidentiality and Non-Disclosure Agreement (“NDA”) pursuant to which they agreed to protect disclosure of the Company’s confidential and proprietary information and data, among other things.

44. From approximately fall 2013 until around the end of 2014, Mr. Sanghooe worked tirelessly to secure signed subscription agreements from other major investors in Fund I.

45. In or around March 2014, Delos hired Joseph Benevento as an associate.

46. In or around September 2014, Delos hired Michael Rakiter as an associate.

47. In or around the end of 2014, Delos completed fundraising for Fund I, having raised approximately \$250 million.

48. Mr. Sanghooe’s allocation of the GP’s approximately 20% performance fee on the profits generated for Fund I (*i.e.*, his allocation of the “carried interest” or “carry”) was 12% in exchange for his capital contribution, although there was no paperwork reflecting the arrangement.

49. Mr. Constantino and Mr. Schweibold agreed that Mr. Schweibold would receive a certain percentage of the Fund I carry in exchange for his capital contribution, also with no contract at the time.

**D. Mr. Benevento and Mr. Schweibold Are Terminated from and Settle with Delos.**

50. In or around 2015, Delos hired Will DeBruyn as an additional associate.

51. In or around 2015, Mr. Sanghooe observed that Mr. Constantino and Mr. Schweibold’s relationship was beginning to fray. Mr. Sanghooe was frequently placed “in the middle” between Mr. Constantino and Mr. Schweibold, as they often disagreed and would speak negatively about one another to Mr. Sanghooe. Their disputes largely centered around the lack of formal paperwork for Fund I, and both parties frequently asked to meet with Mr. Sanghooe alone

to discuss matters privately. Mr. Sanghooe noticed that both individuals liked to stay out late and drink to excess during these meetings, regardless of what was scheduled for work the next day.

52. In or around spring 2015, Delos terminated Mr. Benevento without a bonus.

53. The Firm's first annual bonus cycle occurred in or around the beginning of 2015 and marked the beginning of what would become Mr. Constantino's longstanding habit of intentionally delaying Delos employees' bonuses until March or later every year, while also keeping employees in the dark about how much they could even expect to earn as bonuses.

54. Mr. Schweibold was responsible for calculating employee bonuses for the years 2014 and 2015, at Mr. Constantino's sole discretion. Thereafter, Mr. Sanghooe was responsible for these calculations, again at Mr. Constantino's sole discretion. However, Mr. Constantino regularly disregarded Mr. Sanghooe's advice to announce and pay these bonuses out in a timely fashion, resulting in tremendous tension and acrimony in the office among key team members. The frustrated employees were often placed in challenging financial situations in terms of managing their personal cash flows while also having to make capital contributions to the GP for investments and fund expenses. This created personal hostility toward Mr. Sanghooe on the part of the aggrieved employees, impairing his authority as CFO/COO/CCO. In addition to all of this, Mr. Constantino persistently refused to raise any employee's salary for the better part of a decade.

55. In or around the end of 2015, Mr. Constantino, Mr. Schweibold, and Mr. Sanghooe attended a dinner where Mr. Constantino and Mr. Schweibold joked about how Mr. Constantino and Mr. Schweibold were the "mommy and daddy" of the Firm and Mr. Sanghooe was the "uncle" caught between them. They promised to stop putting Mr. Sanghooe in the uncomfortable position of being stuck in the middle and paper formal compensation agreements to avoid future conflicts

between them. These promises, however, never came true—which resulted in constant and extreme stress for Mr. Sanghooe on top of the work-related pressure that he already faced.

56. In or around summer 2016, Mr. Schweibold urged Mr. Constantino to produce a written agreement reflecting his position in Fund I and also attempted to negotiate a higher carry percentage. Mr. Constantino repeatedly promised to provide an agreement but never delivered it. Mr. Schweibold complained to Mr. Sanghooe that Mr. Constantino was a liar who would say anything to string him along with respect to his compensation while expecting him to make his GP contributions without paperwork. Mr. Schweibold expressed confusion about Mr. Constantino’s bizarrely mercurial treatment of him. Although he often drank heavily himself, Mr. Schweibold also expressed concern about the severity of Mr. Constantino’s drinking.

57. In or around summer 2016, Mr. Constantino invited Mr. Schweibold and Mr. Sanghooe to his Hamptons residence, purportedly in part to finalize a written agreement between Mr. Constantino and Mr. Schweibold. The group attended a private lunch where Mr. Constantino and Mr. Schweibold verbally agreed that Mr. Schweibold would maintain his carry allocation in Fund I but obtain a higher carry allocation in Fund II, once Delos was able to raise a second fund.

58. Shortly thereafter, Mr. Constantino backtracked on the understanding he had reached with Mr. Schweibold, violating their verbal agreement, and their negotiations fell apart. While Mr. Sanghooe had observed Mr. Constantino’s habit of not providing written agreements in the past, this was the first time he saw that it was causing serious problems.

59. Later, in or around the time these discussions unraveled, Mr. Schweibold suggested to Mr. Sanghooe that if the NDA (which was still in effect at the time) were to “disappear,” he could tell investors that Mr. Constantino was not doing enough work as CEO to justify his pay. This remark made Mr. Sanghooe uncomfortable, and he told Mr. Schweibold not to “go there.”

60. Later, in or around summer 2016, Mr. Constantino told Mr. Sanghooe he had serious concerns about Mr. Schweibold and was considering parting ways with him. He asked if Mr. Sanghooe had any concerns of his own that Mr. Constantino did not already know about, and Mr. Sanghooe informed him of Mr. Schweibold's comment about destroying the NDA. For this and various other reasons, Mr. Constantino decided to terminate Mr. Schweibold. Mr. Sanghooe suspected that, in part, Mr. Constantino was concerned that given his history with Mr. Schweibold, Mr. Schweibold knew too much about his drinking and might say something to an investor. Indeed, Mr. Schweibold had known about Mr. Constantino's issues with alcohol since the early 2010s or even earlier.

61. In or around August 2016, Mr. Constantino tasked legal counsel with terminating Mr. Schweibold, including Mr. Kim as well as an attorney from Goodwin Procter LLP. The group strategized to terminate Mr. Schweibold for cause.

62. In or around August 2016, Mr. Constantino instructed Mr. Sanghooe to terminate Mr. Schweibold but refused to participate in the meeting himself. Mr. Sanghooe conducted the termination meeting with Mr. Schweibold in Delos's office. Mr. Constantino did not attend, although Mr. Kim was present on his behalf. Mr. Schweibold was shocked and highly upset, and he clearly resented Mr. Sanghooe from this time on—for disclosing his comment about the NDA to Mr. Constantino and for being the one to fire him. Mr. Schweibold also demanded immediate repayment of his GP contribution in Fund I. Mr. Schweibold's demands angered Mr. Constantino, who became extremely vindictive toward Mr. Schweibold for a time.

63. In or around October 2016, at Mr. Constantino's sole direction, Delos filed a declaratory judgment action against Mr. Schweibold in Delaware Chancery Court, arguing that he

was not entitled to any carried interest whatsoever in Fund I. However, Delos quickly voluntarily dismissed the action.

64. In or around mid-October 2016, at Mr. Constantino's direction, the Firm executed a settlement providing for Mr. Schweibold's separation from Delos, as well as substantial payments to Mr. Schweibold. Mr. Schweibold also entered into a side-letter agreement with Mr. Constantino and DFGP.

65. Also in or around mid-October 2016, Delos hired Maria Messer as an office assistant and personal assistant to Mr. Constantino. Ms. Messer was privy to essentially all of Mr. Constantino's communications and had full access to his emails—a role that became increasingly vital over time as Mr. Constantino's contributions to the Firm became more and more irregular and inadequate. At times, she observed that work emails he personally sent were "incoherent."

**E. Mr. Constantino's Drinking Worsens as Delos Holds an AGM and Raises Fund II.**

66. Also in or around October 2016, Delos prepared for its first AGM. At a dinner at the Nomad Hotel in Manhattan directly before the first AGM, Mr. Sanghoo took major investors into a separate room to tell them that Delos had filed suit against Mr. Schweibold. Investors were concerned about this development, but Mr. Constantino was evasive and refused to talk to them about it. This confused and upset the investors.

67. That same night, Mr. Sanghoo noticed for the first time that Mr. Constantino's drinking had become a serious problem. Mr. Constantino asked Mr. Sanghoo to come over to his apartment and sleep on his couch since, due to his excessive drinking, he was feeling "scared" and paranoid and did not want to be alone. Mr. Sanghoo complied.

68. The following morning, Mr. Sanghoo left for the AGM at Locanda Verde while Mr. Constantino promised to clean up his appearance and join him in a very short while. However,

when Mr. Constantino finally arrived at the AGM almost an hour later, he was visibly intoxicated, claiming his great-aunt had died, and gave a very shaky speech to the investors. Mr. Sanghooe, who was forced to delay the AGM until Mr. Constantino arrived, had to have a Delos intern run out to a pharmacy to get mouthwash for Mr. Constantino so that it would cover up the strong odor of alcohol emanating from him. At least one investor noticed that something was off and reportedly made comments about Mr. Constantino's seemingly inebriated state, which infuriated Mr. Constantino, causing him to become hostile towards the investor for years to come. Mr. Constantino's drinking only got worse from here.

69. Fundraising for Fund II began shortly after the AGM in or around the end of 2016. Many investors were questioning what had really happened with Mr. Schweibold and expressed concerns about Mr. Constantino's ability to manage a team. Whenever Mr. Sanghooe raised these investor concerns to Mr. Constantino, Mr. Constantino reacted extremely angrily and behaved as if the complaints were somehow Mr. Sanghooe's fault.

70. In or around the end of 2016, with Mr. Schweibold out of the picture for the moment, Mr. Sanghooe took on the responsibility of allaying investors' concerns about Mr. Constantino and assuring them that, despite Mr. Constantino's strange behavior at the AGM and after, Delos deserved their capital. In fact, Mr. Sanghooe's significant efforts in assuaging investor fears and his own capable leadership of Delos's operations were critical factors in raising Fund II. Moreover, not only would Delos have failed to raise Fund II given the investors' concerns about Mr. Constantino's leadership abilities, the entire Firm would likely have cratered without Mr. Sanghooe's guidance as COO/CFO/CCO during this crucial period.

71. In or around December 2016, Mr. Benevento threatened to sue the Firm for having been unfairly terminated and deprived of his salary, bonus, and carry allocation that should have

been due to him from Fund I—which he claimed was part of Mr. Constantino’s pattern of eliminating Delos employees like Mr. Schweibold to whom valuable interest was due.

72. In or around January 2017, Robert Scaramella, a friend of Mr. Constantino, replaced Mr. Schweibold as a “junior partner” of Delos. At a lunch shortly after Mr. Scaramella joined the Firm, Mr. Constantino tried to secure Mr. Sanghooe’s agreement that Mr. Scaramella should operate as Mr. Constantino’s second-in-command. However, Mr. Constantino quickly walked back his opinion of Mr. Scaramella and even became hostile toward him, effectively setting him up to fail. In keeping with his impetuous nature and custom of making empty promises, although Mr. Constantino had guaranteed Mr. Scaramella the number-two spot at Delos and convinced him to forgo other career opportunities, he ultimately changed his mind and shortchanged Mr. Scaramella.

73. In or around February 2017, at Mr. Constantino’s direction, Delos paid Mr. Benevento a significant sum as part of an out-of-court settlement.

74. In or around 2017, Delos hired Joseph Safdeye as an associate and Michael Ambrosio as a controller.

75. Particularly beginning in approximately 2017, Mr. Constantino often canceled or rescheduled investor-update calls at the last minute—usually for alcohol-related reasons—or simply declined to attend those meetings despite the pleas of Mr. Sanghooe and Mr. Kim to the contrary. Mr. Constantino also insisted that Mr. Sanghooe and others at Delos “make up a good excuse” for him to preserve his reputation, frequently ordering Delos employees to outright lie to investors about the reasons behind his absenteeism. Moreover, Mr. Constantino reacted belligerently whenever Delos employees or investors raised any concerns about these or other issues, often taking out his frustration on Mr. Sanghooe.

76. Also beginning in or around 2017, Mr. Constantino was frequently unavailable to execute key action items for the Firm, such as curing debt defaults and making various acquisition decisions. Mr. Constantino would often instruct other Delos employees, including Mr. Sanghooe at times, to sign documents for him. Mr. Kim was the primary individual with Mr. Constantino's "proxy" and sometimes went so far as to make decisions for the Firm himself when he could not reach Mr. Constantino. Everyone at Delos, but particularly Ms. Messer, was aware of this arrangement and was forced to facilitate it at one point or another after attempting unsuccessfully to wrangle Mr. Constantino.

77. In or around December 2017, Mr. Kim and Mr. Sanghooe enlisted Bruce Bailey, Mr. Constantino's paid sober companion, to stay with Mr. Constantino 24/7 to monitor his worsening binge-drinking and increasingly worrying behavior. Mr. Bailey stayed with Mr. Constantino for several months and provided regular updates to Mr. Kim and Mr. Sanghooe regarding Mr. Constantino's condition. During this time, Mr. Constantino took a combination of numerous different medications and underwent various treatments to attempt to "detox," although he continued to drink to excess.

78. In or around January 2018, for a short period, Mr. Constantino began occasionally taking prescription medication to treat his chronic alcohol use, sometimes in the presence of Mr. Kim, Mr. Sanghooe, and others to assure them that he was not drinking, at least not at the moment.

79. However, shortly thereafter, still in or around January 2018, Mr. Constantino refused to keep taking this medication on a regular basis. Mr. Sanghooe, Mr. Kim, and others pled with Mr. Constantino to continue using the medication and not to drink, but to no avail. Indeed, Mr. Constantino's drinking steadily worsened. As Mr. Constantino refused to quit, Mr. Bailey resorted to "watering down" his drinks.

80. In or around February through April 2018, Mr. Constantino's binge-drinking skyrocketed despite Mr. Bailey's near-constant presence and numerous attempts by Mr. Sanghooe, Mr. Kim, and others to persuade Mr. Constantino to take medication and stop drinking. He frequently vomited and became ill from alcohol, failing to respond to repeated outreach from Mr. Sanghooe, Mr. Kim, Ms. Messer, and others. He actively resisted doing any work for the Firm and continued to abruptly cancel or skip meetings with investors, CEOs of portfolio companies, and others—leaving Mr. Sanghooe, Mr. DeBruyn, Mr. Rakiter, Mr. Scaramella, and even Ms. Messer in the uncomfortable position of having to cover for Mr. Constantino and often conduct meetings without him.

81. In or around May 2018, Mr. Bailey accompanied Mr. Constantino to California in a further effort to help him achieve sobriety, reporting back to Mr. Sanghooe and Mr. Kim as he had done previously. The group convinced Mr. Constantino to enter rehabilitation at a Passages facility in California, but he only stayed there a couple of days, ultimately refusing the treatment he so desperately needed.

82. In or around June through August 2018, although Mr. Constantino initially professed to Mr. Sanghooe and others a strong desire to drink less, his drinking still became worse. He had also dismissed Mr. Bailey for the time being and became even more detached from work, barely showing up to the office and continuing his pattern of either abandoning or abruptly dropping off investor calls and meetings at the eleventh hour, leaving others at Delos in a difficult and embarrassing position.

83. In or around late September and early October 2018, Mr. Sanghooe, Mr. Kim, Mr. Bailey, and others worked around the clock to try to prepare the increasingly-incoherent Mr.

Constantino for Delos's 2018 AGM. This effort included calling for on-site medical care for Mr. Constantino, who was putting himself in serious danger from his rampant alcohol consumption.

84. In or around this same time in approximately 2018, Mr. Constantino invited Mr. Bailey to speak at the AGM, despite the fact that Mr. Bailey was a retired surfer with no experience in finance or investment management. Mr. Bailey's speech, though well-meaning, was irrelevant and, at moments, simply improper for the setting. Many investors and even friends of the Firm found this odd and questioned Mr. Constantino's judgment. This also began a pattern of Mr. Constantino using bizarre and contextually inappropriate spiritual references in communications with investors and, more problematically, often using such references to deflect from real facts and issues related to Delos. From handing out obscure books to lecturing investors in meetings on topics like shamanism and spiritual values, Mr. Constantino steadily eroded his—and, by extension, Delos's—credibility and reputation in the market, and frustrated investors who were not getting proper answers to their investment-related questions but instead being treated to irrelevant, stream-of-consciousness nonsense.

85. In or around December 2018, Mr. Bailey began staying with Mr. Constantino once more, as his drinking was becoming more and more alarming. Around this time, Mr. Constantino required multiple additional home visits from on-call doctors to "check his vitals" and provide him with hydration, among other issues. Still, the drinking continued despite the efforts of Mr. Sanghooe, Mr. Kim, and others to get him to stop.

86. In or around the end of 2018—despite Mr. Constantino's mismanagement and thanks in large part to Mr. Sanghooe's efforts—fundraising for Fund II concluded at approximately \$275 million.

87. Fundraising, however, was only the beginning. Fund II still needed to be deployed and eventually monetized—and Mr. Constantino’s misconduct and knowing indifference ultimately severely impaired the performance of Fund II’s portfolio.

88. Mr. Sanghooe’s carry for Fund II was 15% in exchange for a capital contribution of \$900,000. This arrangement was eventually reduced to writing. Mr. Constantino represented to Mr. Sanghooe that Fund II was likely to generate *\$15–20 million dollars on his carried-interest portion alone*. This claim assumed a return upwards of three times the initial \$275 million investment and was based, in part, on the generally positive performance of Fund I. Mr. Constantino repeated this claim many times over the years, even as Fund II’s portfolio performance deteriorated, and made similar claims about a potential “Fund III.”

89. In or around early 2019, numerous investors became openly critical of Mr. Constantino’s integrity as CEO. For example, one investor criticized Mr. Constantino on multiple occasions for “overrepresenting things” in terms of investment prospects. Another investor told Mr. Constantino that he frequently “overpromised and underdelivered.” Mr. Constantino reacted with open hostility to these criticisms, which further concerned the investors. Again, whenever Mr. Sanghooe mentioned similar concerns raised by investors, Mr. Constantino would “shoot the messenger,” taking out his anger on Mr. Sanghooe.

90. Mr. Constantino was frequently absent from the Firm’s daily operations for many years, but beginning in approximately 2019 and going forward, he came to Delos’s office less and less. He often lied to employees and investors about being away on business when, in reality, he was usually drinking and unable or simply unwilling to work. However, Mr. Constantino required other employees to be present in the office for a minimum of eight hours daily, no matter what. He glibly told Mr. Sanghooe he had “earned [his] flexibility,” whereas other employees had not.

91. Mr. Constantino routinely justified his harsh treatment of Delos employees by saying that was how he was trained under Apollo's "old guard." Mr. Sanghooe often confronted Mr. Constantino about this old-guard attitude and warned him that it could backfire, especially given Mr. Constantino's own behavior and prolonged absences, but to no avail.

92. Moreover, despite doling out severe criticisms, Mr. Constantino himself utterly failed to supervise the very employees he criticized. In particular, he would shuttle back and forth between being on the war-path against either Mr. Rakiter or Mr. DeBruyn, singling one of them out for a few weeks without providing constructive feedback and then moving on to the other, causing both Mr. Rakiter and Mr. DeBruyn to be almost constantly on edge as they were always waiting for Mr. Constantino's next explosion. In addition, Mr. Sanghooe often absorbed these outbursts in his efforts to shield the Delos team from Mr. Constantino's wrath, which caused Mr. Sanghooe to live in a near-constant state of stress as well. Mr. Constantino's failures in this regard only worsened over time.

**F. Mr. Constantino's Alcoholism Leads to Destruction of Value and Thwarts Any Meaningful Return in Fund II.**

93. Consistent with Mr. Constantino's repeated representations to existing and prospective investors that his investment strategy was tailored to generate returns in the range of 2.5–4.5x, the performance of Fund I, and reasonable investor expectations (in the absence of Mr. Constantino's mismanagement), at the most fundamental level, a Total Value to Paid-in Capital ("TVPI") multiple of 3.5x on Fund II's capital raise of \$275 million would result in approximately \$20,625,000 of carried interest on Mr. Sanghooe's 15% interest in the GP stake of Fund II ( $275,000,000 \times 3.5 = 962,500,000$ .  $962,500,000 - 275,000,000 = 687,500,000$ .  $687,500,000 \times 0.2 = 137,500,000$ .  $137,500,000 \times 0.15 = 20,625,000$ ). Factoring in the return on Mr. Sanghooe's GP capital contribution of \$900,000, Mr. Sanghooe would receive approximately \$23,775,000 from

Fund II. A 4.5x multiple would result in approximately \$32,925,000; a 3x multiple would result in approximately \$19,200,000; and even a 1.75x multiple would result in approximately \$7,762,500. There would need to be some adjustments for the preferred return, management fees, actual blended profit participation rates due to favorable terms offered to certain investors, and assumed exit dates for investments, but given the above range of \$7,762,500 to \$32,925,000, a \$20 million return would be more than reasonable. And although Delos never raised Fund III, similar projections would equally apply under reasonable investor expectations.

94. To put a finer point on Fund II's underperformance, with respect to private equity funds of 2017 and 2018 vintages (*i.e.*, peer vintage funds of Fund II), Pitchbook's Q3 2025 Benchmarks report that the median TVPI was 1.83x for 2017-vintage funds and 1.68x for 2018-vintage funds. *See* Pitchbook, *Q3 2025 Benchmarks with Preliminary Q4 2025 Data* (data as of Sept. 2025), available at <https://pitchbook.com/news/reports/private-market-benchmarks>. Top-quartile private equity funds showed TVPIs of 2.13x in 2017 and 1.99x in 2018, while top-decile funds showed TVPIs of 2.68x in 2017 and 2.43x in 2018. *See id.* Preqin's Private Markets Performance Data Report for Q4 2025 similarly reports that, for private equity funds of 2017 and 2018 vintages, the median net multiples were 1.85x and 1.67x, respectively. *See* Preqin Benchmarks, *Private Markets Performance Data: Q4 2025* (data as of Sept. 2025), available at <https://www.preqin.com/insights/research/reports/preqin-benchmarks-private-markets-performance-data-q4-2025>. Top-quartile funds showed multiples of 2x and above for both vintage years. *See id.* As demonstrated above, these sorts of multiples would likely already have generated significant distributions for Mr. Sanghooe and the other investors in Fund II.

95. Even assuming a TVPI multiple at or near 1.75x for Fund II, Mr. Sanghooe and other investors should have seen significant returns by now given the vintage of the Fund.

Moreover, on a Net Internal Rate of Return (“Net IRR”) basis, Delos has significantly underperformed relative to its peers. Pitchbook’s Q3 2025 Benchmarks report that the median Net IRR was 16.61% for 2017-vintage private equity funds and 14.96% for 2018-vintage private equity funds. *See* Pitchbook, *Q3 2025 Benchmarks with Preliminary Q4 2025 Data* (data as of Sept. 2025), available at <https://pitchbook.com/news/reports/private-market-benchmarks>. Top-quartile funds showed Net IRRs of 23.22% in 2017 and 21.35% in 2018, while top-decile funds showed Net IRRs of 33.40% in 2017 and 29.79% in 2018. *See id.* Similarly, according to Preqin’s Private Markets Performance Data Report for Q4 2025, the median Net IRR for private equity funds was 16.60% in 2017 and 14.77% in 2018. *See* Preqin Benchmarks, *Private Markets Performance Data: Q4 2025* (data as of Sept. 2025), available at <https://www.preqin.com/insights/research/reports/preqin-benchmarks-private-markets-performance-data-q4-2025>. Top-quartile funds showed Net IRRs of around 21% for both vintage years. *See id.* Given the lack of any substantial distributions to date, Fund II is clearly creating significantly less value per dollar paid in and at a materially lower speed than its peer funds.

96. In or around 2019 and onward, Mr. Constantino blamed Mr. Rakiter and Mr. DeBruyn for the disastrous performance of Fund II’s portfolio, claiming that they withheld information from him. In short, Mr. Constantino blamed associates for everything that went wrong at Delos while taking credit for everything that went right. He also blamed the COVID-19 pandemic when that became convenient in or around 2020, but in reality, it was primarily Mr. Constantino’s alcoholism and gross mismanagement that tanked Fund II’s performance, prevented it from producing a meaningful return, and ultimately destroyed its value. For example, Mr. Constantino behaved as if COVID-19 was the primary source of Delos’s problems given its investments in lifestyle and fitness companies, when in fact, such brands like US Fitness performed

well shortly after the peak of the COVID-19 pandemic. Indeed, as discussed below, US Fitness was one of the only investments to generate any distribution from Fund II.

97. Throughout Fund II's lifetime, Mr. Constantino became emotionally attached to and focused almost exclusively on certain assets to the detriment of others, ignoring feedback from investors as well as Mr. Sanghooe's concerns. This only worsened Fund II's poor performance. As just one example, in or around 2018, Delos invested in Edgard Construction Materials ("ECM," now known as Gulf Coast Construction & Materials or "GCCM"), a company specializing in supplying bulk fill soils, including clay, river sand, and batch dirt, primarily for civil infrastructure and industrial projects. From the very start, Mr. Constantino repeatedly assured Delos's investors, including Mr. Sanghooe, that this investment in GCCM was going to produce something in the range of a 10–15x return for investors—a total "home run." This prediction turned out to be wildly unrealistic, as the asset quickly became mired in litigation and operational issues, due in large part to its shoddy leadership that Mr. Constantino himself helped put in place. Mr. Constantino made his friend Ken Picache an operating partner of GCCM (who was later its CEO). Mr. Picache's partner and GCCM's COO was John Ohle, who was previously convicted in the Southern District of New York on a count of conspiracy to commit wire and tax fraud and two counts of tax evasion. *See United States v. Ohle*, 441 F. App'x 798 (2d Cir. 2011). Despite knowing Mr. Ohle's history, Mr. Constantino did nothing to unseat him, and GCCM rapidly became a money pit as the company constantly begged Delos for cash. To begin with, the opportunity to invest was built around bankruptcy-sourced rights, meaning Delos was investing into an already complicated asset backdrop rather than a clean, de-risked operating business. *See Kensington Capital Advisors, LLC v. Delos Capital Mgmt. LP*, No. 25-C-430, slip op. at 2–3 (La. Ct. App. Oct. 31, 2025). Unsurprisingly, GCCM was totally dysfunctional operationally, as it became embroiled in disputes

regarding rights relating to mining, trucking, and transportation—including an ongoing lawsuit where Delos itself is a defendant and counterclaimant, asserting numerous claims against Mr. Ohle. As a result, in stark contrast to Mr. Constantino’s lofty and unsupported aspirations regarding GCCM, there has been no meaningful exit, refinancing, operating turnaround, or other positive event to salvage this floundering asset.

98. In or around August 2019, Mr. Schweibold sued Mr. Constantino, Mr. Sanghooe, and Delos in New York Supreme Court after Mr. Constantino had refused to pay him his share of the exit of an earlier investment pursuant to Delos’s first fund (Fund I), which *had* generated a significant Multiple on Invested Capital (“MOIC”), in alleged violation of Mr. Schweibold’s settlement agreement and side agreement.

99. Mr. Schweibold’s suit entered arbitration in or around October 2019, resulting in over \$1 million in legal fees for Delos—all because Mr. Constantino decided to withhold Mr. Schweibold’s exit portion in bad faith.

100. Also in or around October 2019, in a further showing of bad faith, Mr. Constantino attempted to obtain compromising information about Mr. Schweibold from Mr. Benevento in exchange for additional compensation in the form of an amendment to the settlement Mr. Benevento had already received. Specifically, Mr. Constantino agreed to provide Mr. Benevento with several additional substantial payments in exchange for a written statement regarding the allegations in Mr. Schweibold’s arbitration demand. Upon information and belief, shortly before this, Mr. Constantino also met with Mr. Benevento, taped their conversation, and agreed to pay Mr. Benevento up to *\$2 million* for information that he and Delos could potentially use against Mr. Schweibold in arbitration, separate and apart from the legal fees Delos was already paying.

101. Mr. Constantino was drinking very heavily throughout this period and would routinely slur and use bizarre and inappropriate references from the movie “The Godfather” in internal calls with Proskauer Rose LLP (Delos’s fund counsel at the time), Mr. Kim, and Mr. Sanghooe—which would often confuse and worry the Proskauer attorneys, who would then call Mr. Sanghooe privately to express concern over Mr. Constantino’s behavior and mental state.

102. Despite Mr. Constantino’s gambit, in or around late October 2019, the arbitration resulted in a quick and substantial settlement for Mr. Schweibold.

103. The legal fees for the arbitration, the GCCM litigation, and other expenses resulting from Mr. Constantino’s misconduct became part of an ever-expanding “revolver” loan that the Firm had to bear. This loan ballooned over time to *several million dollars* due to, among other things: a needlessly large and reckless payment made by Mr. Constantino to Mr. Schweibold in the first settlement with him, a million-dollar advance to a placement agent who was a friend of Mr. Constantino and promised to bring in investors for Fund II but failed to deliver and never returned the money, several million dollars to Mr. Benevento, as well as random payments to third parties practically unknown to Mr. Constantino such as an ex-Goldman Sachs employee Mr. Constantino met on a beach in Santa Monica, California and who made a highly suspect and ultimately bogus promise to help sell Delos’s shares in a disastrous investment in Fund I, never returning the money. As demonstrated by these and numerous other examples, Mr. Constantino’s impetuous and irresponsible financial decisions steadily bankrupted the management company and forced Delos to borrow money practically every year just to be able to pay employees enough to retain them. This put tremendous pressure on Mr. Sanghooe to keep Delos’s operations running successfully under tight financial constraints.

104. Also in or around late October 2019, while still drinking extremely heavily and making constant excuses for shirking his duties as CEO, including blaming the performance of other Delos employees like Mr. Rakiter and Mr. DeBruyn, Mr. Constantino again dismissed Mr. Bailey and stopped paying for his sobriety services. It appears that, just as he had done to Mr. Schweibold, Mr. Constantino got rid of Mr. Bailey when he felt Mr. Bailey knew too much about his troubled history with alcohol.

105. Sadly, Mr. Constantino's condition continued to worsen as a result. In or around late 2019, Mr. Constantino physically fell on account of drunkenness several times and injured himself, including with what he believed to be a concussion. His go-to excuse to explain these injuries was that he had gotten in a bar fight the night before. He continued to call out of investor meetings and "skip" critical work while at home drinking and subjecting himself to needless injury.

106. In or around the end of 2019 or early 2020 and beyond, it became clear to Mr. Sanghooe, Mr. Kim, Ms. Messer, and others that Mr. Constantino was spiraling more and more as a result of his chronic alcoholism. He behaved erratically and was frequently completely unreachable, sometimes disappearing for days or weeks during a period when Fund II was underperforming largely due to his shortsighted and unreliable decision-making. On the increasingly rare occasions he did come into the office, he would typically arrive by late morning or early afternoon, drink, sleep at his desk, and leave for home in the early evening when he had sobered up. It was clear that he did not want his partner to see him in that state at home.

107. During a trip to Chicago to meet with a large investor in or around the end of 2019 or early 2020, Mr. Scaramella had to help Mr. Constantino shave due to his extremely intoxicated condition. During the investor meeting, Mr. Constantino lied to the investor and blamed his

physical condition on back pain. The Delos team was also forced to fly home by private jet because Mr. Constantino had “the shakes” and was too sick from alcohol to fly on a commercial airline.

108. From around the onset of COVID in March 2020 and on, Mr. Constantino preferred to conduct investor calls (to the extent he even attended them) from his Hamptons residence, where his connection would frequently drop, and he staunchly refused to appear on camera. He also refused to come into the office to conduct these calls from his desk where the connection would have been stable. This greatly frustrated investors, who expressed their discontent to Mr. Sanghooe. Mr. Constantino also often made remarks about engaging in activities like skydiving or being on vacation in the South of France and other exotic locations, which made him appear increasingly unfocused on work and cavalier about his fiduciary responsibilities. This further aggravated investors, who found his behavior to be “disrespectful” and “irresponsible.” Again, however, Mr. Constantino was defensive and reacted angrily when investors or Mr. Sanghooe mentioned these issues to him. At times, Mr. Constantino would go so far as to threaten to “shut the Firm down” when criticized.

109. In or around December 2020, Mr. Bailey alerted Mr. Sanghooe and Mr. Kim that Mr. Constantino was “not doing so well” but had agreed to attempt to “detox” once again and undergo additional medical care related to his alcoholism. Despite this, Mr. Constantino returned to heavy drinking in or around early 2021—a pattern that would sadly persist.

110. In or around early 2021, on Mr. Sanghooe’s recommendation, Delos promoted Mr. Ambrosio to CFO, while Mr. Sanghooe retained his COO/CCO titles. At the same time, and at Mr. Constantino’s direction, Mr. Sanghooe became the primary contact for investors and took on the investor-relations role for the Firm. This was a practical necessity given investors’ increasing dissatisfaction and outright anger with Mr. Constantino.

111. In or around summer 2021, Mr. Constantino traveled to the Dominican Republic for vacation. While there, he nearly drank himself to death and had to be transported via air ambulance back to New York, later developing a heart issue as a result of this medical incident. Ms. Messer was tasked with arranging Mr. Constantino's emergency travel. This scare resulted in an extended stay at Mount Sinai hospital, which Mr. Constantino admitted "saved [his] life." He never admitted, however, that sheer alcohol consumption was the cause of his illness, blaming it instead on "poisoning" at his hotel and subsequently spinning wild conspiracy theories about the doctors at the emergency room in the Dominican Republic (whom he claimed tried to kill him) and trying to turn the episode into a book and screenplay. He would often boast that Hollywood stars Ben Affleck and Christian Bale were both interested in making a movie about the story and playing him in the film, even claiming that he was in discussions with them. At best, this was amusing to the Delos team and Mr. Kim, but Mr. Constantino also often talked about the Dominican Republic incident with investors, much to Mr. Sanghooe's chagrin and concern.

112. In or around mid-2021, fed up with Mr. Constantino's general behavior and especially frustrated by his habits of making inflated promises about the future performance of Delos's assets (something Mr. Sanghooe repeatedly cautioned Mr. Constantino against doing), evading tough questions, and routinely falling back on his past glory at Apollo to try and quell any concerns, one of the Firm's important investors bluntly refused to commit to any future investments with Delos despite having significantly invested in Funds I and II. This institution was not the only one to make such a refusal, as several other investors gradually backed out of considering any investment in Fund III, often citing concerns about Mr. Constantino's investment abilities, judgment, and commitment to Delos. This was exacerbated considerably by Mr. Constantino's Dominican Republic episode, or rather the fantastical story that he told investors,

which by itself might not have been hugely problematic, but combined with the dozens of other bizarre excuses explaining Mr. Constantino's many absences and lapses over the years, stretched all credulity and was yet more evidence of—as an investor eventually said to Mr. Sanghooe over the phone—something being “seriously wrong at Delos.”

113. In addition to Ms. Messer's role in the Dominican Republic incident, she was generally tasked with making sure Mr. Constantino actually traveled to where he was supposed to go (for work or otherwise), which often proved to be a herculean task. Mr. Constantino would routinely miss flights or extend stays out of town without warning, forcing Ms. Messer to pick up the pieces. Mr. Constantino's drunkenness and unpredictable behavior subjected Ms. Messer to extreme stress in attempting to get him to honor his commitments, and she often confided in Mr. Sanghooe that she was “on the verge of quitting.” During one particularly egregious incident, while Mr. Constantino was at a golf event in Georgia sponsored by Goodwin Procter LLP (a law firm that Delos frequently engaged), he refused to vacate his room at departure time due to extreme inebriation. He did not leave for several days, resulting in Ms. Messer having to devise a plan to get him back to New York and causing severe embarrassment to Delos when the event organizers at Goodwin were forced to call Ms. Messer pleading for help in getting Mr. Constantino out of the hotel that was demanding its room back.

114. Ms. Messer also told Mr. Sanghooe on multiple occasions that Mr. Constantino had “stepped over a line,” or language to that effect. Ms. Messer kept these complaints between she and Mr. Sanghooe for fear of being fired, but she was routinely distressed by Mr. Constantino's behavior in general and toward her in particular, often coming into Mr. Sanghooe's office to cry. Ms. Messer also had keys to Mr. Constantino's apartment and tended to all manner of his personal affairs, including alcohol-related issues.

115. In or around autumn 2021, discouraged by Mr. Constantino's behavior and the prospects of ever raising Fund III, Mr. Scaramella resigned from Delos. Mr. Sanghooe immediately impressed upon Mr. Constantino that it was critical to promptly inform investors of Mr. Scaramella's departure, but Mr. Constantino insisted on delaying any investor announcement until there was good news to package along with it. This habit of hiding bad news until there was good news to distract from it was another pattern of Mr. Constantino's that irked investors, some of whom pointed it out candidly to various members of the Delos team, including Mr. Sanghooe. When Mr. Constantino finally authorized Mr. Sanghooe to break the news to investors, many were furious.

116. In or around late 2021, Delos's would-be placement agent for Fund III fired Delos as a client, citing issues tied to Mr. Constantino's reputation in the market and among investors, and specifically referencing the delayed disclosure of Mr. Scaramella's departure. A large investor also informed Mr. Sanghooe that it was considering legal options after seeing Mr. Scaramella's new role published on LinkedIn. Mr. Sanghooe pled with Mr. Constantino to call the investor regarding this issue, which only angered Mr. Constantino. Mr. Constantino eventually did call, but not in a timely fashion, which further outraged the investor.

117. In a separate incident in or around 2021, Mr. Constantino, Mr. Sanghooe, and Mr. DeBruyn traveled to Palo Alto, California to meet a major investor in Fund II. This investor was nearly exclusively focused on the exit of a particular asset and wanted to discuss that during the meeting, but it was one of the assets to which Mr. Constantino had grown emotionally and obsessively attached and was not willing to sell. During the meeting, to Mr. Sanghooe and Mr. DeBruyn's dismay and despite their strong prior advice to the contrary, Mr. Constantino said nothing of the potential exit and instead pressured the investor to anchor Fund III. This tone-deaf

maneuvering soured the meeting, lost the investor's support not just for a future fund but for Fund II as well, thereby further hurting Fund II's portfolio's prospects and decreasing the chances that Delos would ever raise Fund III.

118. Around this same time in or around late 2021, Delos Associate Mr. Safdeye confided to Mr. Sanghooe that he was worried about Mr. Constantino's wellbeing given his excessive drinking. Mr. Safdeye was also concerned for Delos, and by extension, his own career prospects. Mr. Safdeye further informed Mr. Sanghooe that for these and other reasons, he had decided to accept an offer of admission from Harvard Business School ("HBS") and would be leaving Delos to pursue his MBA.

119. Also in or around late 2021, Mr. Constantino became enraged when he learned that Mr. Safdeye planned to resign from Delos (at least for some period of time), taking it as a sign of disloyalty to him personally. However, Mr. Constantino eventually promised Mr. Safdeye that Delos would front his tuition costs for HBS provided that he returned to the Firm after graduating. This was a strategic maneuver to keep Mr. Safdeye from going to a competitor after graduation (so as not to lose the benefit of the training that Delos had already given him).

120. Nevertheless, in or around early 2022, when Mr. Safdeye left Delos for HBS and subsequently started his business-school education, Mr. Constantino unceremoniously balked on his promise to cover Mr. Safdeye's tuition costs. Moreover, per Mr. Constantino's orders, Delos also punished Mr. Safdeye for leaving by shortchanging him on his bonus for the previous year. All of this despite the fact that Mr. Safdeye and his wife were in the process of having their first child and were under tremendous financial pressure. This shabby treatment of Mr. Safdeye was completely unwarranted given that he was regarded by Mr. Sanghooe, Mr. Kim, and others at Delos as a highly talented and dedicated professional with exceptional integrity.

121. In the midst of these departures, in or around spring 2022, Mr. Constantino's habit of leveling over-the-top criticism at Delos employees (while he was doing very little work himself and failing to supervise them) became drastically more alarming, as he aggressively accused everyone of not working hard enough. He also routinely accused multiple Delos employees of lying to him, being incompetent, and/or otherwise underperforming, all while he stood back and watched Fund II's woefully deficient performance with bizarre indifference and self-delusion—even though ultimately it was his responsibility. Mr. Sanghooe repeatedly warned him that this behavior had alienated employees in the past and would cause others to quit, but Mr. Constantino persistently ignored Mr. Sanghooe's feedback.

122. In or around April 2022, Mr. Sanghooe specifically stressed to Mr. Constantino the importance of providing credible, tangible, and constructive criticism to Delos employees rather than simply berating them, but to no avail. Mr. Sanghooe specifically advised against Mr. Constantino unleashing a barrage of sudden and unreasonable requests for additional work, as he often did, and against making accusations directed at employees after Mr. Constantino's own long absences from work.

123. In or around October 2022, citing the same fuzzy complaints of employee underperformance, Mr. Constantino admitted to Mr. Sanghooe that he had "thrown in the towel" for fundraising for Fund III as Fund II's portfolio performance became poorer and poorer, and he became even more detached from the Firm's investments and employees.

124. Around this same time and moving forward, Mr. Constantino would convene internal meetings supposedly to air his frustrations with employees, including sometimes on weekends or at unreasonable hours, but he would usually cancel them at the last minute after

everyone had already shown up to the office—similar to his habit of skipping investor meetings without sufficient warning—thereby infuriating the team and alienating them even further.

125. As Mr. Constantino’s criticisms of other Delos employees escalated, so did his custom of being unavailable to execute key decisions for the Firm—requiring practically everyone at Delos to make difficult judgment calls by themselves or have Mr. Kim take Mr. Constantino’s proxy on more and more items. While many of these instances were related to Mr. Constantino’s inability to function due to his intoxicated state, quite a few of them were deliberate wherein he would disappear strategically and refuse to respond to critical questions, including related to investments, simply because he did not want to be blamed for his decision if things went wrong—effectively forcing others to do his dirty work. Consistent with his resistance to providing things in writing, he was particularly hesitant to make important decisions via email or even text so as not to leave a paper trail, insisting explicitly (on the few occasions when he was actually around and coherent) that people call him on the phone instead.

126. In or around winter 2022, Mr. Sanghoo and Ms. Messer had to beg Mr. Constantino not to skip numerous key investor meetings, as his gross mismanagement continued. Mr. Constantino’s last-minute absences continued to destroy Fund II’s chances of success, and turned investors even further off from any potential Fund III.

127. At some point in or around 2022, Mr. Constantino spent a short time at an Arizona rehabilitation facility as a result of his ongoing alcoholism.

128. In or around early 2023, Delos attempted to engage in a Secondaries process with multiple firms in an effort to sell off Fund II’s portfolio to new investors at an expected 15–20% discount. However, no firm—including Mr. Constantino’s former employer Apollo Global Management, where he claimed to have a “lock” through senior leadership—was even willing to

bid on Fund II's assets under those economics because the assets were performing so poorly that even a 20% discount was insufficient. In fact, even the Secondaries agent opined that the assets were worth substantially less, which Delos's investors would never accept. Rather than taking responsibility for this abysmal outcome and worrying feedback, Mr. Constantino instead reacted to this development with ire. He resisted attending meetings related to the Secondaries process—which led to Mr. Sanghooe having to constantly cajole and beg him to attend, often just barely getting him to meetings on time—and blamed others (particularly Mr. Rakiter, Mr. DeBruyn, and the Secondaries agent himself) for the poor result. This despite the fact that the Secondaries agent confided to Mr. Sanghooe and others at Delos that Mr. Constantino's shaky reputation in the market and poor performance in front of potential buyers were the real hindrances to the process (separate from all the problems with the portfolio itself), and not anyone else on the Delos team. Indeed, the Secondaries agent made it clear to Mr. Sanghooe that Mr. Constantino was a "liability" for Delos.

129. Eventually, a middle-market private equity firm floated a proposal to buy out Mr. Constantino's stake in the GP (even though they refused to buy the actual Delos portfolio from investors) and raise a new fund under the Delos name, with Mr. DeBruyn and Mr. Rakiter leading the vehicle while Mr. Constantino would take a back seat in exchange for a stake. In essence, this firm wanted Mr. DeBruyn and Mr. Rakiter but not Mr. Constantino, a fact that enraged Mr. Constantino but which he was forced to consider given the poor performance of Fund II. However, after some additional due diligence and given Mr. Constantino's highly inflated view of the value of Fund II and, by extension, his GP stake (which, evidently, no buyer thought was credible), the private equity firm ultimately did not pursue the transaction.

130. In or around early 2023, although he had a longstanding habit of not coming to the office, Mr. Constantino began resisting coming into Manhattan at all, preferring to stay at his home in the Hamptons, and he outright refused to go “above 42<sup>nd</sup> street,” even for important meetings. This caused him to miss numerous additional key commitments and opportunities, despite Mr. Sanghooe’s pleas to the contrary.

131. Later, still in or around March 2023, Mr. Bailey called Mr. Sanghooe from Mr. Constantino’s apartment in Manhattan because Mr. Constantino had hit his head while drunk and was bleeding profusely and refusing to go the hospital. When Mr. Sanghooe arrived at the apartment, he was shocked to see Mr. Constantino lying on a blood-soaked bed (something Mr. Sanghooe would later describe to Mr. Kim as a “crime scene”) and stubbornly refusing the urging of the paramedics at the scene to let them take him to the hospital. After trying unsuccessfully to reason with him for almost half an hour, it ultimately took three different teams of paramedics to *forcibly* transport Mr. Constantino to Bellevue Hospital, and he was strapped involuntarily to a gurney with Mr. Sanghooe having to reassure him that everything would be okay in order to calm him down. Mr. Sanghooe, Mr. Kim, Ms. Messer, and others once again coordinated rehabilitation for Mr. Constantino at an Arizona facility, even placing him on a private jet on a direct route. This required hiring private security to help Mr. Constantino walk and ensure that he got on the plane. But again, Mr. Constantino left the facility after a couple of days and returned to work behaving strangely and making bizarre and inappropriate remarks (*e.g.*, calling himself a “king” and the women in the Delos office “the lovers”), including in investor meetings.

132. In or around late March 2023, Mr. Constantino agreed to use Soberlink, a portable breathalyzer system designed for remote alcohol monitoring to prove his supposed sobriety to family members and others, including Mr. Sanghooe and Mr. Kim.

133. As of April 2023, however, Mr. Sanghooe, Mr. Kim, and Ms. Messer learned that Mr. Constantino was, yet again, drinking heavily. He would routinely find excuses to evade using Soberlink and lie about the circumstances surrounding it to his family, friends, and colleagues.

134. Later, in or around April 2023, Mr. Constantino claimed to be “dismayed by Delos,” again vaguely accusing Mr. Rakiter and Mr. DeBruyn of incompetence and dishonesty, and petulantly refusing to join Firm meetings.

135. In or around late April 2023, Mr. Sanghooe visited Mr. Constantino’s apartment in the morning with some of Mr. Constantino’s close family members and Mr. Kim to stage an informal intervention, one more of several that the people close to Mr. Constantino had been forced to organize over the years. During the intervention, Mr. Sanghooe and others pleaded with Mr. Constantino to clean up, pointing out how he was destroying not only his own life but Delos as well, and hurting the very people who were loyal to him and cared for him. Yet, like many times before, Mr. Constantino seemed oblivious to the harmful consequences of his actions for others, including his family, friends, employees, and investors of Delos. Mr. Constantino flatly refused to obtain treatment, pretending everything was fine, and told everyone to leave him alone.

136. In or around September 2023, frustrated by Fund II’s calamitous performance and dismayed by Mr. Constantino’s declining behavior and refusal to stop drinking, Mr. Rakiter resigned from Delos with no severance pay and without collecting a bonus.

137. In or around fall 2023, while Mr. Constantino was missing in action—either drinking or temporarily in treatment for drinking (usually against his will)—Mr. DeBruyn attempted to take charge of Delos in order to stop the bleeding. Mr. DeBruyn confided in Mr. Sanghooe that he feared Fund II would become an unmitigated disaster in terms of any potential return for investors, as Delos was quickly running out of capital. Mr. DeBruyn proposed to lead

the Firm, subject to Mr. Constantino's agreement that the carried interest percentages would be readjusted in Mr. DeBruyn's favor and that Mr. Constantino would take on the role of Chairman and start a family office. Mr. DeBruyn sent Mr. Kim a proposal regarding this new Firm structure pursuant to his goal to lead Delos. Mr. DeBruyn's proposal, albeit in his favor, came from a place of integrity and a keen understanding of the urgency of the situation—an opinion held by Mr. Sanghooe and ultimately shared by Mr. Kim as well.

138. Mr. DeBruyn further told Mr. Sanghooe that he was prepared to inform investors that Mr. Constantino was “out of the picture” at Delos if Mr. Constantino did not agree to Mr. DeBruyn's proposal to transition the Firm over to him and allow him to salvage the struggling Fund II portfolio, especially given that the Firm seemed to be headed toward an iceberg while Mr. Constantino slept at the wheel. While Mr. Ambrosio and Jordan Mondshine (an associate hired in or around December 2019) supported Mr. DeBruyn's plan, Mr. Sanghooe felt conflicted due to his personal loyalty to Mr. Constantino, and ultimately told Mr. DeBruyn that, although he was prepared to back Mr. DeBruyn with Mr. Constantino's approval, he would not participate in any conversations regarding the plan with investors without the approval of Mr. Constantino and his presence on those calls.

139. Mr. DeBruyn never received Mr. Constantino's approval.

140. In or around October 2023, numerous investors pressed Delos to cure certain defaults and asked “what was going on” with Mr. Constantino, whose issues were becoming increasingly obvious to the market at large and continuing to tarnish the reputation of Delos, and by extension, the team—including Mr. Sanghooe. In particular, Mr. Constantino left the 2023 AGM dinner early after deliberately minimal interaction with investors, and certain investors then cornered Mr. Sanghooe to tell him that they “knew something was wrong” with Mr. Constantino

and the Firm as a whole. Mr. Sanghooe told them he could not comment on Mr. Constantino's health or his personal life and that the Firm was doing its best—a statement Mr. Sanghooe had been forced to repeat in sum and substance innumerable times over the years out of loyalty, decorum, and upon fear of losing his job. Mr. Sanghooe felt extremely humiliated and distressed by this incident.

141. In or around the end of 2023, Mr. DeBruyn's takeover effort had failed, and Mr. Sanghooe and Mr. Kim began discussing bringing in someone else who would be competent, or at least coherent, to run deal-side operations due to Mr. Constantino's chronic absence and drunkenness. This included possibly rehiring Mr. Schweibold, with whom Mr. Constantino had bizarrely been meeting in secret over the past year to discuss a potential return to Delos, despite his troubled and highly dubious history with the Firm and without any input from the rest of the existing Delos team. As usual, Mr. Constantino was acting like a dictator despite his own inability to think clearly and make informed decisions as a result of his alcohol abuse. However, even though Mr. Sanghooe knew that Mr. Schweibold likely resented him for his role in Mr. Schweibold's termination, he understood that Delos's options were limited given the poor performance of Fund II and the Firm's shaky reputation in the market as a result of Mr. Constantino's misconduct. Mr. Sanghooe was deeply concerned for the health of Delos's investments and hoped that Mr. Schweibold could potentially salvage Fund II. Still, Mr. Sanghooe expressed his concern to Mr. Schweibold regarding their ability to work together, but Mr. Schweibold assured him that any issues between them were water under the bridge—which turned out to be a lie designed to earn Mr. Sanghooe's support at the time. Subsequently, Mr. Schweibold returned to Delos despite the deep misgivings of Mr. DeBruyn and Mr. Ambrosio.

142. Mr. DeBruyn, who had been forced to manage practically all of Fund II's portfolio after Mr. Rakiter's sudden departure, was now placed under tremendous pressure from both Mr. Constantino, who was hostile toward him for having attempted to take over the Firm, and Mr. Schweibold, with whom Mr. DeBruyn had had a tense relationship the first time around and whom he did not trust. Mr. DeBruyn also knew from past experience with Mr. Constantino's vengeful nature that Mr. Constantino had no intention of giving him a bonus for the prior year despite Mr. DeBruyn's efforts to manage a nearly impossible situation, and was stringing him along purely for optics until Mr. Schweibold was firmly in charge of Fund II's portfolio. As a result, shortly after Mr. Schweibold's return, Mr. DeBruyn resigned from Delos.

**G. Mr. Sanghooe Is Unceremoniously Ousted from and No Longer Paid by Delos.**

143. In or around the end of 2023, Mr. Sanghooe worked tirelessly to conclude negotiations on a loan to Delos with Delos's Limited Partner Advisory Committee (the "LPAC"). Before funding the loan, the LPAC demanded to speak to Mr. Constantino, and certain investors similarly demanded that Mr. Constantino appear on video for an investor update, which he had previously repeatedly refused to do. In advance of an update call related to the loan, Mr. Sanghooe had to physically help Mr. Constantino comb his hair for him to appear remotely presentable. Rather than expressing gratitude to Mr. Sanghooe, Mr. Constantino resented these efforts to improve his presentability.

144. In or around the end of 2023, investors suddenly stopped calling Mr. Sanghooe. Upon information and belief, Mr. Constantino and potentially others at Delos told all investors of the Firm not to speak to Mr. Sanghooe, in furtherance of the scheme to eventually drive him out of Delos. This was extremely damaging to Mr. Sanghooe's hard-earned reputation, as many investors likely assumed that he was departing the Firm for cause. Word travels fast in the private

equity space, and had this not occurred, Mr. Sanghooe could have had access to any number of post-Delos employment and networking opportunities that were soured by this misleading and inappropriate instruction to investors—including particularly opportunities that would very likely have come to him from the investors themselves due to Mr. Sanghooe’s longstanding track record of successfully managing the operations of Delos as well as his relationship with the investors. Instead, Mr. Sanghooe kept loyally serving the Firm while being cut off from future opportunities both internally and externally as Mr. Constantino and others prepared to expel him.

145. In or around early 2024, one of Mr. Constantino’s close family members was staying with him in his Manhattan apartment along with an entire sober-living team from Los Angeles, who had ordered yet another intervention to take place for Mr. Constantino in Manhattan. Those present at the intervention in Mr. Constantino’s apartment, including Mr. Sanghooe, told him in no uncertain terms that he could die if he continued drinking. Mr. Kim cried and told Mr. Constantino that he did not want to lose his best friend. Mr. Sanghooe warned Mr. Constantino that he would stop working for him if he continued drinking. While Mr. Sanghooe had given Mr. Constantino similar warnings with respect to other Delos employees in the past, this was the first time he himself had threatened to quit, and it made Mr. Constantino visibly furious. Upon information and belief, Mr. Constantino considered Mr. Sanghooe’s statement a sign of disloyalty despite it being for the purpose of saving Mr. Constantino’s life. This pattern of taking any disagreements as personal attacks and signs of disloyalty was a hallmark of Mr. Constantino’s longstanding behavior toward Mr. Sanghooe and other Delos employees, and even his friends and Delos’s investors, which had only gotten worse with his drinking—causing him to become increasingly paranoid, irrational, and ultimately vindictive against nearly everyone but particularly Mr. Sanghooe.

146. In or around early 2024, Mr. Schweibold brought in Mr. Lefkovits to launch a proposed restructuring advisory business at Delos. Mr. Sanghooe understood that Mr. Schweibold would lead the private equity portfolio and help with the restructuring advisory business while Mr. Lefkovits would lead the restructuring advisory business, and Mr. Constantino would oversee Delos while Mr. Sanghooe would maintain his role of COO/CCO. What Mr. Sanghooe did not know was that they were planning to squeeze him out of the Firm. Indeed, while Mr. Sanghooe was cut off from investors (including being actively and inexplicably excluded from LPAC calls of which he had previously been an essential part in his role as COO) but still doing his job as COO/CCO, they were huddled together thinking of ways to potentially oust him.

147. In or around early 2024, Mr. Constantino, Mr. Schweibold, and Mr. Lefkovits began to meet privately, without Mr. Sanghooe, in Mr. Constantino's apartment. At some point during this time, Mr. Kim informed Mr. Sanghooe in confidence that he knew Mr. Constantino was still drinking heavily and that the others were likely taking advantage of that fact. This made sense to Mr. Sanghooe, as he had observed over the years that Mr. Schweibold often used Mr. Constantino's drinking problem to his advantage to increase his own stature and even push others out of the Firm—including, eventually, Mr. Sanghooe himself. Mr. Sanghooe began to worry that something was amiss, but in keeping with Mr. Constantino's practice of misleading people for his own purposes, he assured Mr. Sanghooe that everything was fine.

148. In or around early 2024, Mr. Constantino met privately with Mr. Sanghooe and showed him a piece of paper purporting to diagram how Mr. Sanghooe would be compensated under the Firm's new structure he had been developing in secret with Mr. Schweibold and Mr. Lefkovits. The paper showed, and Mr. Constantino promised, that significant management and transaction fees would flow into the Firm's management company, and that he and Mr. Sanghooe

would split several million dollars between them. He also promised that, as Mr. Lefkovits ramped up his new business, it would generate approximately \$7–20 million per year, up to 30% of which would go to Mr. Constantino and Mr. Sanghooe in a more-or-less equal split—the rest being split between Mr. Schweibold and Mr. Lefkovits. Finally, he said that Mr. Schweibold would help manage the Fund II portfolio, but that it would not change Mr. Sanghooe’s role and that Mr. Sanghooe would still receive his carry on Fund II. When Mr. Sanghooe asked to take a photograph of the piece of paper, however, Mr. Constantino quickly snatched it away—once again refusing to reduce his assurances to writing. That is because Mr. Sanghooe has since learned that the paper was a false promise designed to induce Mr. Sanghooe to continue working at Delos while remaining ignorant of the plot to imminently exclude him from the Firm. Indeed, Mr. Constantino was well aware that the Firm’s funds were regulated and that Delos could not operate without a CCO, a title that no one else internally wanted and that no external person would accept without significant compensation due to the burdensome responsibilities it entails. It was simply convenient to keep Mr. Sanghooe in place for a while longer. Moreover, had Mr. Sanghooe walked out or raised objections prior to Mr. Constantino, Mr. Schweibold, and Mr. Lefkovits having their ducks in a row, Delos’s investors and possibly regulators would have asked difficult questions that Mr. Constantino would not have wanted to answer. Hence, Mr. Sanghooe was deliberately misled by Mr. Constantino into playing along with a process that, unbeknownst to him, would ultimately be to the detriment of his career.

149. In or around spring 2024, Mr. Ambrosio threatened to stop working if he did not receive his bonus for 2023 since neither Mr. DeBruyn nor Mr. Sanghooe had received a bonus despite their hard work and critical contributions to Delos in 2023 and Mr. Ambrosio did not trust Mr. Constantino to pay him either.

150. Nonetheless, while Mr. Constantino initially authorized a bonus in or around April 2024 for Mr. Ambrosio to get him to finish the mission-critical annual audit for Fund II and the K-1 estimates for investors—as memorialized in a letter that Mr. Constantino signed—he then reversed course (once the audit and K-1 estimates were complete) and did not want to pay Mr. Ambrosio what Delos had contractually agreed to pay him. Recognizing that Mr. Ambrosio was legally entitled to receive the bonus, Mr. Sanghooe refused to participate in the unlawful withholding of the bonus and released the payment to Mr. Ambrosio. Soon thereafter, Mr. Kim called Mr. Sanghooe to report that Mr. Constantino, Mr. Schweibold, and Mr. Lefkovits were “livid” that he had released the payment (even though he was fully entitled to as COO), and told Mr. Sanghooe that “they want you out.” This was obviously arbitrary, and made clear that these three individuals had been waiting for any possible excuse to oust Mr. Sanghooe. Just like with Mr. Schweibold and Mr. Bailey, Mr. Constantino was worried that Mr. Sanghooe knew too much about his troubled past and struggles with alcoholism to safely keep him in his circle.

151. In or around May 2024, Mr. Sanghooe returned to Delos’s office from lunch to find that, at Mr. Constantino’s direction, Mr. Schweibold and Mr. Lefkovits had already told everyone in the office that Mr. Sanghooe would be departing Delos. There had been no coordination and zero warning, which immediately and irreparably damaged Mr. Sanghooe’s authority and reputation with Delos’s employees. Mr. Schweibold and Mr. Lefkovits told Mr. Sanghooe to stay home until further notice and not to speak to any investors. Mr. Sanghooe was stunned, saddened, and disappointed.

152. In or around summer 2024, Mr. Sanghooe met with Mr. Constantino about the transaction fees and other compensation Mr. Constantino had promised him in or around late 2023 and/or early 2024, as well as Mr. Sanghooe’s continuing salary as he prepared to transition

elsewhere. Mr. Sanghooe specifically referred to Mr. Constantino's prior promises about splitting fees with Mr. Sanghooe, promises on which Mr. Sanghooe relied in agreeing to remain with Delos and serving the critical role as Delos's COO/CCO. Once again, Mr. Constantino reiterated his promise, and told Mr. Sanghooe to "trust him."

153. In or around October 2024, Delos announced the exit of its investment in US Fitness (operating as Onelife Fitness). Despite Mr. Constantino's consistent claims over the years that US Fitness, ostensibly the "crown jewel" of Fund II's portfolio, would generate an exit MOIC of 10x or more, the transaction ultimately resulted in a considerably lower return and generated only minimal distributions—consisting primarily of a return of capital.

154. In or around fall or winter 2024, Delos abruptly cut Mr. Sanghooe's salary in half without notice. Shortly thereafter, Mr. Sanghooe met with Mr. Constantino, who continued to represent to him that he would be compensated as Mr. Constantino had previously promised. Mr. Constantino also insisted that there would still be sizable money flowing in from Fund II, even though it was performing badly, citing the US Fitness deal and continuing his pattern of making misleading and unjustifiable claims. Moreover, Mr. Constantino rushed through the meeting and cut it short despite Mr. Sanghooe making it clear that the issue of financial compensation was of extreme importance to him. Mr. Constantino's demeanor in the meeting was deliberately cavalier and manipulative.

155. In or around the end of 2024, Mr. Constantino and Mr. Kim pushed Mr. Sanghooe to sign an exit agreement whereby he would be forced to waive his claims against Delos. But he refused, and Delos stopped paying him any compensation shortly thereafter in or around April 2025. Upon information and belief, Delos managed to find a new employee to fill the COO/CCO role in or around this time.

156. Defendants have also failed to pay Mr. Sanghooe any bonus for 2023 or 2024, despite his substantial work in keeping the Firm afloat during Mr. Constantino’s chronic alcoholic binges that kept him largely incapacitated. Nor has Mr. Sanghooe received any of the management, transaction, or other fees or compensation that Mr. Constantino promised to him in or around early 2024 to convince Mr. Sanghooe to stay with the Firm so Delos could continue leveraging his CCO and COO titles and avoid having to answer awkward questions from investors or regulators, which could have put a spotlight on the real problem at Delos—namely, Mr. Constantino’s extreme alcoholism and misconduct.

157. Mr. Constantino continues to try to string Mr. Sanghooe along with false promises. For some time, he pitched various opportunities to Mr. Sanghooe that he knew were unrealistic or not even available, insisting in bad faith that they were promising. Even as recently as July 2025, Mr. Constantino promised “immediate [financial] outcomes” for Mr. Sanghooe via text—but Mr. Sanghooe has seen no such “outcomes” to date. Since then, Mr. Constantino has been unreachable except for one meeting in response to a Books and Records request issued by Mr. Sanghooe.

158. Due to Mr. Constantino’s false promises, chronic misconduct, and gross mismanagement—which have irreparably damaged Fund II’s performance—Mr. Sanghooe (and the other Fund II investors) has been deprived of any return on his investment in Fund II as well as the significant compensation he is owed. These losses total no less than \$20 million.

### **CAUSES OF ACTION**

#### **COUNT I – VIOLATION OF NEW YORK LABOR LAW § 740**

*Against all Defendants*

159. Plaintiff incorporates by reference each of the foregoing allegations.

160. In or around early spring 2024, based on Mr. Ambrosio’s performance and achievement of certain benchmarks, Mr. Ambrosio was contractually entitled to his 2023 bonus

payment as part of his earned compensation, and Delos's failure to pay him that bonus pursuant to the signed letter that Mr. Constantino executed would be a violation of the law.

161. Mr. Sanghooe therefore repeatedly informed Mr. Constantino, Mr. Kim, and others that Delos was required to pay Mr. Ambrosio his contractual bonus, at times even in written communications.

162. Nonetheless, while Mr. Constantino authorized and agreed to Mr. Ambrosio's bonus in or around April 2024, he reversed course and did not want any bonus to be paid to Mr. Ambrosio.

163. Recognizing that Mr. Ambrosio was legally entitled to receive the bonus, Mr. Sanghooe vociferously objected to and refused to participate in the unlawful withholding of the bonus and released the payment to Mr. Ambrosio in or around April 2024.

164. Soon thereafter, Mr. Kim later called Mr. Sanghooe to report that Mr. Constantino, Mr. Schweibold, and Mr. Lefkovits were "livid" that he had released the wire payment, and told Mr. Sanghooe that "they want you out."

165. Indeed, in or around May 2024, Mr. Schweibold and Mr. Lefkovits told everyone in the Delos office that Mr. Sanghooe would be departing the Firm, and told Mr. Sanghooe to stay home until further notice and not to speak to any investors. These were adverse employment actions against Mr. Sanghooe, which were directly tied to his objection to and refusal to participate in the unlawful withholding of Mr. Ambrosio's bonus.

166. Defendants took further adverse employment actions against Mr. Sanghooe for the same unlawful and retaliatory reasons when they failed to pay Mr. Sanghooe his bonuses, including bonuses for 2023 and 2024.

167. Defendants took an additional adverse employment action against Mr. Sanghooe for the same unlawful and retaliatory reasons when they cut Mr. Sanghooe's annual salary in half with no notice in or around fall or winter of 2024.

168. Defendants took an additional adverse employment action against Mr. Sanghooe for the same unlawful and retaliatory reasons when Delos stopped paying Mr. Sanghooe completely in or around April 2025.

169. Defendants' actions were willful, malicious, and/or wanton, and specifically designed to inflict maximum harm on Mr. Sanghooe.

170. As a direct and proximate result of Defendants' violations of NYLL § 740, Mr. Sanghooe has suffered concrete losses in an amount to be determined at trial.

## **COUNT II – BREACH OF FIDUCIARY DUTIES**

### *Against Mr. Constantino*

171. Plaintiff incorporates by reference each of the foregoing allegations.

172. As the principal owner, managing partner, and CEO of Delos, Mr. Constantino owes Mr. Sanghooe, the Firm, and its investors (of which Mr. Sanghooe is a significant one) various fiduciary duties, including the fiduciary duties of care and good faith.

173. Mr. Constantino has repeatedly breached, and upon information and belief, continues to breach those duties through the near total neglect of his responsibilities as CEO.

174. Among other things, Mr. Constantino has shirked his duties as CEO in favor of binge-drinking far away from the office, and has been recklessly indifferent toward Delos's performance, most especially Fund II's portfolio.

175. Mr. Constantino's alcoholism and increasingly erratic behavior have demonstrated a conscious disregard for his responsibilities, alienated investors, and, in particular, ruined the performance of and destroyed value in Fund II's portfolio.

176. Mr. Constantino also breached the fiduciary duties of care and good faith by forcing the Firm to expend capital to settle numerous lawsuits caused by his conduct, such as the suit Delos settled with Mr. Schweibold and the potential suit it avoided by Mr. Benevento.

177. Mr. Constantino further breached the fiduciary duties of care and good faith by recklessly expending Firm capital on such clandestine and irresponsible payments as he made to Mr. Benevento in attempting to obtain leverage on Mr. Schweibold.

178. Mr. Constantino further breached the fiduciary duties of care and good faith by misleading Mr. Sanghooe about his employment status and compensation and by wrongfully dismissing him in or around spring 2024, depriving him of the substantial compensation to which he is entitled.

179. As a direct and proximate result of these and other breaches, Mr. Sanghooe has suffered concrete losses in an amount to be determined at trial, but totaling no less than the \$20 million that Mr. Sanghooe should have earned in carried interest from Fund II (in addition to compensation), absent Mr. Constantino's breaches. Indeed, as Fund II continues to underperform, these losses are ongoing.

### **COUNT III – GROSS NEGLIGENCE**

#### *Against Mr. Constantino*

180. Plaintiff incorporates by reference each of the foregoing allegations.

181. As the principal owner, managing partner, and CEO of Delos, Mr. Constantino owes Mr. Sanghooe, the Firm, and its investors (of which Mr. Sanghooe is a significant one) various duties, including the duty of care.

182. Mr. Constantino took on a “devil may care” attitude and, at best, was recklessly indifferent toward his duties and responsibilities as CEO of the Firm, spending most of his time

intoxicated and frequently disappearing from the office or New York City at large for extended periods.

183. While Mr. Constantino often accused others at Delos of withholding information from him or being incompetent, in reality, he knowingly failed to keep himself informed of the Firm's daily operations and liabilities.

184. Mr. Constantino openly clashed with investors over issues of his competence and professionalism and exhibited an aggressively hostile attitude toward anyone who questioned him.

185. Mr. Constantino similarly quarreled with Delos employees, at times requiring the Firm to make large payouts to such employees to avoid potentially even more costly litigation.

186. Over nearly a decade, Mr. Constantino's alcoholism and unpredictable behavior completely and utterly distracted him and prevented him from fulfilling his duties and responsibilities as CEO, frequently shocked and concerned investors, and tanked the performance of Fund II.

187. As a direct and proximate result of these and other breaches, Mr. Sanghooe has suffered concrete losses in an amount to be determined at trial, but totaling no less than the \$20 million that Mr. Sanghooe should have earned in carried interest from Fund II (in addition to compensation), absent Mr. Constantino's gross negligence. Indeed, as Fund II continues to underperform, these losses are ongoing.

#### **COUNT IV – NEGLIGENCE**

##### *In the Alternative to Count II, Against Mr. Constantino*

188. Plaintiff incorporates by reference each of the foregoing allegations.

189. To the extent the Court finds that Mr. Constantino's conduct falls short of gross negligence, Mr. Constantino is nevertheless the principal owner, managing partner, and CEO of

Delos and therefore owes Mr. Sanghooe, the Firm, and its investors (of which Mr. Sanghooe is a significant one) various duties, including the duty of care.

190. Over nearly a decade, Mr. Constantino's alcoholism and irresponsible and erratic behavior completely and utterly distracted him and prevented him from fulfilling his duties and responsibilities as CEO, frequently shocked and concerned investors, and tanked the performance of Fund II.

191. As a direct and proximate result of these and other breaches, Mr. Sanghooe has suffered concrete losses in an amount to be determined at trial, but totaling no less than the \$20 million that Mr. Sanghooe should have earned in carried interest from Fund II (in addition to compensation), absent Mr. Constantino's negligence. Indeed, as Fund II continues to underperform, these losses are ongoing.

#### **COUNT V – FRAUDULENT INDUCEMENT AND MISREPRESENTATION**

##### *Against Mr. Constantino*

192. Plaintiff incorporates by reference each of the foregoing allegations.

193. In or around early 2024, Mr. Constantino, Mr. Schweibold, and Mr. Lefkovits began to meet privately, without Mr. Sanghooe, to discuss a new business structure for the Firm.

194. In or around the same time, Mr. Constantino showed Mr. Sanghooe how Mr. Sanghooe would supposedly fit into the proposed new structure with a small diagram on a piece of paper.

195. The paper showed, and Mr. Constantino promised Mr. Sanghooe, that significant management and transaction fees would flow into the Firm's management company, and that Mr. Constantino and Mr. Sanghooe would split several million dollars between them.

196. Mr. Constantino also promised that, as Mr. Lefkovits built his new restructuring advisory business, it would generate approximately \$7–20 million a year, and represented that he

would similarly split a significant percentage of those fees with Mr. Sanghooe on a more-or-less even basis.

197. Mr. Constantino also told Mr. Sanghooe that, under the new business structure, Mr. Schweibold would help manage the Fund II portfolio, but that it would not impact Mr. Sanghooe's role as COO/CCO and that he would maintain his 15% carry of Fund II.

198. When Mr. Sanghooe asked to take a photograph of the piece of paper diagramming these promises, Mr. Constantino quickly snatched it away.

199. Mr. Constantino had no intention of meaningfully involving Mr. Sanghooe in the Firm's new structure—Mr. Sanghooe has since learned that the paper was a ruse deliberately designed to trick him into continuing to perform his duties as COO/CCO while Mr. Constantino planned to exclude Mr. Sanghooe from Delos.

200. Mr. Constantino made knowingly, or at the very least recklessly, false representations that were intended to and did induce Mr. Sanghooe to rely on Mr. Constantino's promises and continue to perform his duties as COO/CCO while Mr. Constantino finalized a plan to oust him from the Firm.

201. Mr. Sanghooe reasonably relied on Mr. Constantino's promises and continued to perform his duties rather than seeking employment elsewhere or otherwise exploring his options—which resulted in non-payment of substantial compensation, including but not limited to the management, transaction, or other fees or compensation promised by Mr. Constantino.

202. As a direct and proximate result of this and many other promises by Mr. Constantino that Mr. Sanghooe would be duly compensated, Mr. Sanghooe has suffered concrete losses in an amount to be determined at trial.

**COUNT VI – PROMISSORY ESTOPPEL***Against Mr. Constantino*

203. Plaintiff incorporates by reference each of the foregoing allegations.

204. In or around early 2023, Mr. Constantino promised Mr. Sanghooe that significant management and transaction fees would flow into the Firm's management company, and that Mr. Constantino and Mr. Sanghooe would split several million dollars between them.

205. Mr. Constantino also promised Mr. Sanghooe that, as Mr. Lefkovits built his new restructuring advisory business, it would generate approximately \$7–20 million a year, and represented that he would similarly split a significant percentage of those fees with Mr. Sanghooe on a more-or-less even basis.

206. Mr. Constantino also promised Mr. Sanghooe that, under the new business structure, Mr. Schweibold would help manage the Fund II portfolio, but that it would not impact Mr. Sanghooe's role as COO/CCO and that he would maintain his 15% carry of Fund II.

207. These were specific and definite promises—Mr. Constantino assured Mr. Sanghooe in no uncertain terms that he would be paid multiple millions of dollars in addition to the tens of millions of dollars that he was entitled to earn in carried interest from Fund II.

208. Mr. Sanghooe reasonably and foreseeably relied on these promises in continuing to carry out his duties as COO/CCO of Delos rather than seeking other employment or otherwise exploring his options.

209. In addition to the substantial loss of compensation he suffered, including but not limited to non-payment of the management, transaction, or other fees or compensation promised by Mr. Constantino, Mr. Sanghooe was also harmed by being dismissed from the Firm—a highly negative change of position, particularly in a marketplace such as private equity where industry participants regularly speak to one another.

210. Mr. Sanghooe's reasonable reliance on Mr. Constantino's promises caused him unconscionable injury, and enforcement of these promises is necessary to avoid the injustice of Mr. Sanghooe's unfair dismissal and his ensuing financial losses.

**COUNT VII – BREACH OF IMPLIED CONTRACT**

*Against all Defendants*

211. Plaintiff incorporates by reference each of the foregoing allegations.

212. Mr. Sanghooe's employment with Delos was never subject to any written agreement outside of his GP stake in Funds I and II, but as a result of Defendants' and Mr. Sanghooe's obvious intentions to form and maintain a working relationship and the clearly established course of dealing between the parties over more than eleven years, Mr. Sanghooe had an implied contract that entitles him to payment of his full annual salary as well as bonuses.

213. There was no fixed duration pursuant to Mr. Sanghooe's implied contract; it was understood among the parties that Mr. Sanghooe would continue his employment with the Firm and be compensated with an annual salary and bonus payments in return.

214. Mr. Sanghooe always went above and beyond in his duties as COO/CFO/CCO of Delos, particularly during the innumerable times when Mr. Constantino was unable or simply unwilling to fulfill his own duties as CEO.

215. The parties agreed in or around 2013 as to Mr. Sanghooe's starting salary, which would later increase.

216. Shortly thereafter, Mr. Sanghooe's salary did increase, and continued to increase over time in line with the Firm's growth and Mr. Constantino's promises.

217. As a general matter, Mr. Sanghooe would make a proposal to Mr. Constantino at the end of each fiscal year as to each Delos employee's annual bonus based on that employee and the Firm's overall performance, which Mr. Constantino would approve.

218. In or around 2024, rather than pay Mr. Sanghooe the bonus he was owed for his substantial work in 2023 during Mr. Constantino's incessant drinking, Mr. Constantino and potentially others at Delos worked to push Mr. Sanghooe out of the Firm, ultimately dismissing him for his refusal to participate in the unlawful withholding of earned compensation from another Delos employee (although continuing to pay him for a period of time in order to leverage his titles with investors and regulators).

219. In or around fall or winter of 2024, Delos cut Mr. Sanghooe's annual salary in half with no notice.

220. Delos also failed to pay Mr. Sanghooe any bonus for 2024, despite using his COO and CCO titles to continue to operate the Firm during that time.

221. In or around April 2025, Delos stopped paying Mr. Sanghooe completely.

222. Defendants had a clear obligation to fairly and adequately compensate Mr. Sanghooe for his work as COO, and CCO, including payment of his annual salary and yearly bonuses without disruption.

223. Defendants breached that obligation by failing to pay Mr. Sanghooe his bonuses for 2023 and 2024.

224. Defendants further breached that obligation by cutting Mr. Sanghooe's annual salary in half with no notice in or around fall or winter of 2024.

225. Defendants further breached that obligation when Delos stopped paying Mr. Sanghooe completely in or around April 2025.

226. As a direct and proximate result of Defendants' breaches, in addition to the massive opportunity cost he incurred in being alienated from investors as a result of Defendants' actions, Mr. Sanghooe has suffered concrete losses in an amount to be determined at trial.

**COUNT VIII – QUANTUM MERUIT***In the Alternative to Count IV, Against all Defendants*

227. Plaintiff incorporates by reference each of the foregoing allegations.

228. To the extent the Court finds that Defendants' and Mr. Sanghooe's employment relationship was not governed by an implied contract, Mr. Sanghooe nevertheless provided valuable, direct services to Defendants with loyalty and in good faith as COO and CCO of Delos.

229. Defendants accepted and valued Mr. Sanghooe's services over more than a decade with full knowledge that he was owed a yearly salary as well as bonus compensation in return.

230. Under the *quantum meruit* doctrine, Mr. Sanghooe is therefore entitled to the full, fair-market value of his services as COO and CCO, including salary and bonus payments.

**DEMAND FOR RELIEF**

WHEREFORE: Plaintiff demands judgment against Defendants as follows:

- Monetary damages caused by Defendants' retaliatory adverse employment actions against Mr. Sanghooe in violation of NYLL § 740, in an amount to be determined at trial, including but not limited to, back pay and front pay (including compensation for lost wages, benefits, and other remuneration), emotional distress compensation, a civil penalty, punitive damages, and reasonable attorneys' fees, costs, and expenses;
- Monetary damages for breach of fiduciary duties against Mr. Constantino for (among other things) his mismanagement of the Firm and its capital in an amount to be determined at trial, but totaling no less than the twenty-million dollars (\$20,000,000) that Mr. Sanghooe should have earned in carried interest from Fund II, absent Mr. Constantino's breaches;
- Monetary damages for gross negligence against Mr. Constantino for (among other things) his mismanagement of the Firm and its capital in an amount to be determined at trial, but totaling no less than the twenty-million dollars (\$20,000,000) that Mr. Sanghooe should have earned in carried interest from Fund II, absent Mr. Constantino's gross negligence, or, in the alternative, monetary damages for negligence, in an amount to be determined at trial;
- Monetary damages for fraudulent inducement and misrepresentation based on Mr. Constantino's knowingly or at least recklessly false representations to Mr. Sanghooe, in an amount to be determined at trial;

- Monetary damages for promissory estoppel based on Mr. Constantino's specific and definite false promises to Mr. Sanghooe, in an amount to be determined at trial;
- Monetary damages caused by Defendants' breaches of Mr. Sanghooe's implied employment agreements with the Firm, in an amount to be determined at trial, or, in the alternative, monetary damages based on *quantum meruit*, in an amount to be determined at trial;
- An award of Plaintiff's attorneys' fees, costs, and expenses incurred in connection with this action;
- A punitive damages award;
- An award of prejudgment and post-judgment interest; and
- For such other and further relief as the Court deems just and proper.

Dated: New York, NY  
June 3, 2026

Respectfully submitted,

DAVIS WRIGHT TREMAINE LLP

By: /s/ Michael V. Rella  
Michael V. Rella

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