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21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

23 ASYA BRADLEY, TAYLOR SIMS, and
24 MHAIRE "MARY" FRASER,

25 Plaintiffs,

26 v.

27 SYNAPSE FINANCIAL TECHNOLOGIES,
28 INC., a Delaware corporation, SANKAET
PATHAK, an individual, and DOES 1-25.

Defendants.

Case No. **CGC-19-581360**

**PLAINTIFFS ASYA BRADLEY, TAYLOR
SIMS AND MHAIRE "MARY" FRASER'S
COMPLAINT FOR DAMAGES**

1. **SEX/GENDER HARASSMENT;**
2. **SEX/GENDER DISCRIMINATION;**
3. **PREGNANCY DISCRIMINATION;**
4. **DISABILITY DISCRIMINATION;**
5. **AGE DISCRIMINATION;**
6. **FAILURE TO PREVENT
HARASSMENT AND
DISCRIMINATION;**
7. **UNLAWFUL RETALIATION;**

**ENDORSED
FILED**
San Francisco County Superior Court

DEC 09 2019

CLERK OF THE COURT
BY:  **Deputy Clerk**

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8. **WRONGFUL TERMINATION;**
9. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; and**
10. **UNPAID WAGES/WAITING TIME PENALTIES.**

DEMAND FOR JURY TRIAL

1. PLAINTIFFS ASYA BRADLEY (“MS. BRADLEY”), TAYLOR SIMS (“SIMS”) and MHAIRE “MARY” FRASER (“FRASER”) (collectively, “PLAINTIFFS”), by and through their undersigned attorneys, bring this complaint for damages against, collectively, SYNAPSE FINANCIAL TECHNOLOGIES, INC. (“SYNAPSEFI”), SANKAET PATHAK (“PATHAK”) and DOES 1-25 (collectively, “DEFENDANTS”) for: (1) Sex and Gender Harassment Under the Fair Employment and Housing Act (Gov. Code § 12940 *et seq.*) (“FEHA”); (2) Sex and Gender Discrimination Under the FEHA; (3) Pregnancy Discrimination (BRADLEY only) Under the FEHA; (4) Disability Discrimination (SIMS only) Under the FEHA; (5) Age Discrimination (FRASER only) Under the FEHA; (6) Failure to Prevent Discrimination and Harassment Under the FEHA; (7) Unlawful Retaliation (Bradley and Sims) in Under the FEHA; (8) Wrongful Termination in Violation of Public Policy and/or Constructive Discharge; and (9) Intentional Infliction of Emotional Distress. PLAINTIFFS allege the facts stated herein based on their own personal knowledge except where such allegations are based on the investigation of counsel or on information and belief.

INTRODUCTION

2. PATHAK is SYNAPSE’s Chief Executive Officer and, at all relevant times, was identified as SYNAPSE’s Secretary and Chief Financial Officer. From his position of power, he unrelentingly gaslighted, undermined, intimidated, and toyed with the female employees of SYNAPSE, including PLAINTIFFS. He employed a form of psychological manipulation to sow doubt in the minds of SYNAPSE’s female employees, including PLAINTIFFS, to make them question their own abilities, perception and self-confidence. PATHAK’s harassment and discrimination of certain female employees of SYNAPSE, including PLAINTIFFS, took myriad

forms and included, but was not limited to, making a concerted effort to “break” female employees so that he could “rebuild” them to his liking. He made overt, graphic sexual comments in front of and to female SYNPASE employees and demeaned and belittled them both privately and publicly. Ultimately, his unlawful, harassing and discriminatory misconduct resulted in at least three female employees losing their jobs and side-lining their careers either as a direct result of being fired or being worn down to the point that they could no longer work within the hostile work environment he created.

THE PARTIES

3. PLAINTIFF ASYA BRADLEY is a female and is a former employee of SYNAPSEFI. She worked as SYNAPSEFI’s principal place of business which is located at 101 2nd Street, Suite 1500, San Francisco, California, 94105. MS. BRADLEY worked for SYNAPSEFI from June 2016 to February 28, 2019 when she was constructively discharged from her employment. All events relevant to MS. BRADLEY’s claims against DEFENDANTS occurred in San Francisco County, California.

4. PLAINTIFF SIMS is female and resides in Marin County and is a former employee of SYNAPSE. She worked at SYNAPSE’s principal place of business which is located at 101 2nd Street, Suite 1500, San Francisco, California, 94105. SIMS worked for SYNAPSE as an Executive Assistant and Chief-of-Staff between November 27, 2017 and January 14, 2019, when she was constructively discharged from her employment. All events relevant to SIMS’s claims against DEFENDANTS occurred in San Francisco County.

5. PLAINTIFF FRASER is female and over the age of 40. She resides in Santa Clara County and is a former SYNAPSE employee who also worked in the San Francisco office located at 170 St. Germain Avenue. FRASER worked for SYNAPSE as a Lead UX Researcher between February 28, 2018 and March 23, 2018, when her employment was wrongfully terminated. All events relevant to FRASER’s claims against DEFENDANTS occurred in San Francisco County.

6. DEFENDANT SYNAPSE is a Delaware corporation with its principal place of business located in San Francisco County at 101 2nd Street, Suite 1500. It was founded in June

1 2016 as a financial software technology company and is part of the FinTech family of
2 companies. SYNAPSE designs and develops banking software and offers a banking platform
3 that enables companies to provide finance products to their customers throughout the United
4 States. At all relevant times, SYNAPSE was doing business, and engaged in acts which
5 damaged PLAINTIFFS, within San Francisco County.

6 7. DEFENDANT PATHAK is, and at all relevant times was, the Chief Executive
7 Officer of SYNAPSE working out of SYNAPSE's San Francisco office location. At all relevant
8 times, the acts and omissions of PATHAK which caused harm to PLAINTIFFS occurred within
9 San Francisco County.

10 8. PLAINTIFFS are ignorant of the true names and capacities of the individuals
11 and/or entities sued herein as DOES 1-25, and therefore sue them by such fictitious names.
12 PLAINTIFFS are informed and believe and thereon allege that DOES 1-25 are in some manner
13 legally responsible for the activities and damages alleged herein. PLAINTIFFS are further
14 informed and believe that DOES 1-25 are part of SYNAPSE, but PLAINTIFFS are uncertain
15 whether or not DOES 1-25 have any separate legal status from SYNAPSE. Hence, throughout
16 this Complaint, a reference to SYNAPSE is intended to encompass and include SYNAPSE
17 entities which may be involved in the alleged events or otherwise liable for the harms caused to
18 PLAINTIFF. PLAINTIFF will amend this Complaint to allege the true names and capacities
19 of DOES 1-25 when they are ascertained.

20 9. The Court has subject matter jurisdiction because the potential amount of damages
21 and civil penalties sought exceed the jurisdictional minimum of the Superior Court of California
22 and the asserted claims arise under California law.

23 10. The Court has personal jurisdiction over SYNAPSE and PATHAK (and DOES 1-
24 25), as they are either residents of the State of California or transact a substantial portion of
25 their business within the State of California, including within San Francisco County.

26 11. Venue is proper under California Government Code Section 12965(b) and
27 California Code of Civil Procedure Section 395 because SYNAPSE operates its principal place
28 of business and/or conducts substantial business in San Francisco County. On information and

1 belief, PATHAK also resides in San Francisco County. Additionally, PLAINTIFFS' injuries
2 were incurred within this jurisdiction, and the acts giving rise to this action occurred, in whole
3 or in substantial part, in San Francisco County.

4 **SPECIFIC ALLEGATIONS**

5 **BRADLEY**

6 12. MS. BRADLEY came to know SANKAET PATHAK through her husband, Matt
7 Bradley. Mr. Bradley and Mr. PATHAK were college roommates in Tennessee. While in
8 college, Mr. PATHAK started Synapse Pay. Mr. PATHAK later moved to San Francisco,
9 California, and began SYNAPSEFI.

10 13. In or around October 2014, Mr. PATHAK hired Mr. Bradley to work for
11 SYNAPSEFI. From 2014 through June 2016, Mr. Bradley worked remotely. In early 2016 Mr.
12 Bradley asked Mr. PATHAK if he wanted him to move to San Francisco versus continuing to
13 work remotely, and he said "no." Mr. Bradley informed Mr. PATHAK Ms. Bradley was
14 pregnant with their second child and looking at moving back to Tennessee from Chicago to
15 purchase a home to be close Mr. Bradley's family so they could help raise their children as the
16 two grew their careers. Mr. PATHAK supported their move from Chicago to Tennessee.

17 14. Within about a month of purchasing a home in Tennessee, Mr. PATHAK began
18 recruiting Ms. BRADLEY to work for SynapseFI in San Francisco. At the time, Ms.
19 BRADLEY had another job offer, which allowed her to work from home. During the
20 employment negotiations, Mr. PATHAK made several promises, including, that SYNAPSEFI
21 was a family-friendly company and that Ms. BRADLEY could continue to work from home.
22 Ms. BRADLEY decided to take the position at SYNAPSEFI based on Mr. Pathak's
23 representations about working from home and SYNAPSEFI being a family-friendly company.

24 15. In June 2016, while eight months pregnant, Ms. BRADLEY sold the home she
25 had just purchased a month ago, moved with her husband and young son to San Francisco, and
26 started working for SYNAPSEFI in San Francisco.

27 16. On July 3, 2016, Ms. BRADLEY delivered her second son, Sean, via cesarean.
28 After Sean's birth, Ms. BRADLEY did not receive a paycheck, but Mr. Bradley did. Soon

1 after, Mr. PATHAK started pressuring Ms. BRADLEY to return to work. Since SYNAPSEFI
2 did not pay Ms. BRADLEY for the work she did in June, so she was forced to return to work
3 within weeks of having Sean. Ms. BRADLEY could hardly walk.

4 17. Immediately, Mr. PATHAK started to say Ms. BRADLEY was not spending
5 enough time in the office and told Ms. BRADLEY, he needed to “justify hiring her to
6 everyone” and that he would “help her do better.” To “help” her, Mr. PATHAK said he would
7 call her in the middle of the night while she was breastfeeding to complete training. Ms.
8 BRADLEY agreed and took Mr. PATHAK’s calls at all hours of the night while she was up
9 with her newborn. During the day, Mr. PATHAK wanted Ms. Bradley to be in the office.

10 18. Despite moving to a new state without any family support, having a young child,
11 a newborn, and recovering from surgery, Ms. BRADLEY was able to succeed. On April 7,
12 2017, Mr. Pathak messaged the entire company writing, “I am making some changes in the
13 management team...Asya will be leading FinTech sales from now on. So all quotes will be
14 approved by her. All sales meeting will be run by her.”



15
16 Edited Apr 7th, 2017 by



18 sankat

19 Changes

- 20
21
- 22 • **FinTech Sales:** Asya will be leading FinTech sales from now on. So all the
23 quotes will be approved by her. All sales meetings will be run by her. I will
24 just give her a quota that we need to get to month over month and she will
25 work with others to make that happen.

26 //

27 //

1 19. Throughout 2017, Mr. PATHAK became increasingly hostile and verbally
2 abusive with Ms. BRADLEY and other women. He made threats to destroy them in order to
3 rebuild the women into the people he thought they should be. To destroy the women, he
4 decided employees needed them to work late into the evenings and once they were tired he
5 would have meetings wherein he would be verbally abusive.

6 20. On August 1, 2017, knowing Ms. BRADLEY needed to be home in the evenings,
7 Mr. PATHAK messaged her writing, “how long can you stay in the office again? I am going to
8 start doing daily sales meetings in the evenings.”



sanktaet 2:02 PM

what time is the sales meeting tomorrow? (edited)

how long can you stay in the office again? I am going to start doing
daily sales meetings in the evenings



13 21. Ms. BRADLEY responded, “You don’t think daily sales meetings is overkill?”
14 Mr. PATHAK replied, “you micromanage and make people fall in line. They all have time to
15 do this, they need to be held with their feet to the fire.” He then proceeded to say he wanted the
16 meetings to occur “as late as possible, when people are tired.”



sanktaet 2:05 PM ☆

not when you are in disaster recovery

you micromanage and make people fall in line

they all have time to do this, they need to be hold their feet to the
fire



sanktaet 2:09 PM

I need it as late as possible, when people are tired

new mess:

25 22. Because Mr. PATHAK now wanted Ms. BRADLEY to work late, she needed to
26 bring her six-year-old and one-year-old to work. In or around June 2018, SYNAPSEFI moved
27 from a house in Twin Peaks to an office building in the Financial District and promised to have
28

1 a designated family room. Ms. BRADLEY used a conference room to breastfeed and provide
2 her children with space to nap.

3 **Bringing your Babies to Work**

4 Whether it's a human baby or a fur baby, we want the best for your dependents. If you would
5 like to bring your children or pets to work, please request and fill out the appropriate dependent
6 form so we have additional information. As long as it is not a disruption or danger to the team,
we will try to accommodate your request.

7 23. On August 8, 2017, Ms. Bradley's husband, was using a conference room to talk
8 on the phone. Mr. PATHAK sent Mr. Bradley a message instructing him to "take one room."



9 **sankae** 9:22 AM

10 Take one room, leave the rest open

11 I am done discussing this man. Really

12 You all can work anywhere in the office, really anywhere

For baby stuff, only one room. Because you all are already occupying one whole private room, leave the rest for others

13 24. Mr. Bradley objected and tried to explain why he was using a separate room to
14 take a call and why he could not make phone calls while the newborn was sleeping. Mr.
15 PATHAK responded, telling Mr. Bradley he and Ms. BRADLEY could not use any of the
16 other conference rooms because they were already using one room for their children. Mr.
17 PATHAK then said he was removing the "doors" off all the other rooms and complained about
18 "how many resources" Ms. and Mr. Bradley were "consuming.",



19 **sankae** 9:07 AM

August 08, 2017

20 The ones that you do not choose will get furnished this week and doors will be removed

21 Asya should work with the sales team on the first anyways

22 She has a lot to learn and she needs to do that at some point

23 And if you all want to work on one room, Hillary's old room is perfect for that

24 It's big

25 We had this conversation yesterday man. At some point you have to realize how many resources you are consuming and start delivering instead of asking for more

26 25. That evening, Mr. Bradley called Mr. PATHAK to discuss his concerns. In
27 response, Mr. PATHAK threatened, "I can fire you and make your entire family suffer." Mr.
28 Pathak followed through on his threat the next day but directed his retaliation at Ms. Bradley.

1 26. Early in the morning, the next day, Mr. PATHAK sent Mr. Bradley a message
2 telling him to stay home and that he needed Ms. BRADLEY to stay late for a meeting. Ms.
3 BRADLEY stayed late. During the late-night meeting, Mr. PATHAK yelled profanities at Ms.
4 BRADLEY and became so angry he tossed a phone and notebook across the table. Ms.
5 BRADLEY sat frozen in fear. As she sat there, Mr. PATHAK started yelling at her saying he
6 was her “ugly mirror” and he was there to show her how much she sucked and “how shitty”
7 she was.

8 27. The next morning, August 10, Ms. BRADLEY woke up in tears and told Mr.
9 BRADLEY about Mr. PATHAK’s abusive behavior. Ms. BRADLEY could not gather herself
10 emotionally to return to work and sent Director of Operations, Hillary Quirk, an email stating
11 she felt “terrible today” and could not return to work. Ms. Quirk responded writing, “Yea, I
12 just shared it with Sankaet so he’s aware as well.”

13 28. Within hours, Mr. PATHAK sent both Ms. BRADLEY and Mr. Bradley a
14 “Formal Notice” regarding their newly alleged poor work performance. This was the first, and
15 only “Formal Notice” either received regarding their work performance.



sankaet 2:08 PM

Post ▼



Formal Notice

Last edited 1 year ago

24 29. In an attempt to stop Mr. PATHAK’s unlawful retaliation, Mr. Bradley sent Mr.
25 PATHAK and Ms. Quirk an email requesting to meet in person.

1 This is not an attack; it is an invitation to discussion. I have known you a long time and I know what the
2 younger, more idealistic you would have said about this. You have a great mind and a great heart, with the
3 potential for unparalleled leadership. That is why we are all here. Please be that leader.

4 30. Mr. PATHAK immediately retaliated and made several claims regarding Ms.
5 BRADLEY's performance, including claiming she was the one that got upset and yelled in
6 meetings. Mr. PATHAK failed even to acknowledge how others might feel about his abusive
7 behavior and instead sought sympathy for getting angry. Specifically, he wrote, "[it] has come
8 with a great personal cost to me. It is not fun, I feel bad about it afterwards."

9 Every time I have gotten frustrated in a meeting, that has come with a great personal cost to me. It is not fun,
10 I feel bad about it afterwards.
11

12 31. Over the weekend, Mr. PATHAK escalated and continued to direct his attacks at
13 Ms. BRADLEY writing, "I need to discipline or terminate Asya..." Again, Ms. and Mr.
14 Bradley tried to address their concerns directly with Mr. PATHAK, but he refused to listen to
15 them and instead threatened Ms. BRADLEY's job.

16 32. On August 14, 2017, Ms. and Mr. Bradley formally requested an investigation,
17 and in response, Ms. Quirk set up a meeting. Ms. Quirk sent Ms. and Mr. Bradley an email
18 confirming the meeting; however, put discussing work performance as the number one meeting
19 agenda item.

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1 From: **Hillary Quirk** <hillary@synapsepay.com>
2 Date: Tue, Aug 15, 2017 at 4:51 PM
3 Subject: Re: Concern
4 To: Matt Bradley <matt@synapsepay.com>
5 Cc: Asya Bradley <asya@synapsepay.com>

6 Hi Matt,

7 Thanks for sending this. At the root of this, there are two issues we're discussing:

- 8 (1) Your performance in the workplace
9 (2) Your workplace concern(s)

10 33. At the meeting, Mr. PATHAK's behavior escalated, and he became volatile and
11 used profanity to express just how angry he was. At one point, he turned to Ms. Quirk and said
12 Ms. and Mr. Bradley's claims are "horseshit" and told Ms. Quirk to write it down that their
13 claims were "horseshit."

14 34. On August 28, 2017, Ms. and Mr. Bradley sent Ms. Quirk another email again
15 requesting SYNAPSEFI "take these concerns very serious and investigate them." Ms. Quirk
16 did nothing to investigate Mr. Pathak's unlawful conduct for over a year.

17 35. On December 25, 2017, Ms. BRADLEY had her third son, Aden. Following
18 Aden's birth, Mr. PATHAK used Taylor Sims as a conduit to harass Ms. BRADLEY. While
19 Ms. BRADLEY was still in the hospital, Mr. PATHAK instructed Ms. Sims to contact Ms.
20 Bradley to discuss her return to work.

21 36. Ms. Sims called Ms. BRADLEY the day she returned home from the hospital to
22 inquire when she planned to return to work. Ms. BRADLEY cried throughout the entire
23 conversation, fearing to have to return to work within weeks like she had to after the birth of
24 her second son or lose her position at SYNAPSEFI.

25 37. On January 7, 2018, Mr. PATHAK again asked Ms. Sims to follow up on Ms.
26 BRADLEY's return to work and insisted on setting up a meeting with Ms. Sims, Mr. Pathak,
27 and Ms. and Mr. Bradley. The four met on January 11—during Ms. and Mr. Bradley's parental
28 leave.

1 38. Soon after, SYNAPSEFI sent Ms. BRADLEY the following email:

2
3 “Sankaet needs to be able to show the board your performance and value to the team.
4 Sankaet is concerned that with your thin performance file, he will be put in a bad
5 position at the board meeting. With your Feb. 26 return date, and the Feb. 13 board
6 meeting that is not a lot of time to show high level performance or predictable
7 performance, let alone progress on your current lead/up-sells. This is very concerning
8 to him.”

9 39. In anticipation of returning to work and working long hours, Ms. BRADLEY
10 hired a nanny. During Ms. Bradley’s transition to returning to work, Mr. PATHAK instructed
11 Ms. Sims to hire Ms. BRADLEY’s nanny as SYPANSEFI’s communications leaving Ms.
12 BRADLEY to find another nanny.

13 40. Mr. PATHAK’s unlawful harassment and retaliation again escalated when Ms.
14 BRADLEY returned from maternity leave. In or around August 2018, Mr. PATHAK told Ms.
15 Sims he was going to “destroy” everyone in a meeting and then directed his attention towards
16 Ms. BRADLEY. Mr. PATHAK yelled and screamed at Ms. BRADLEY throughout the
17 meeting. She became so upset she tried to leave, but Mr. PATHAK blocked the door and
18 continued to yell profanities at Ms. BRADLEY.

19 41. As Mr. PATHAK’s retaliation and harassment continued, Ms. BRADLEY’s
20 anxiety increased. On November 6, 2018, Ms. BRADLEY had a miscarriage, and her doctor
21 placed her on medical leave.

22 42. Synapsefi’s attorney, Tracey Guerin, sent Ms. BRADLEY an email stating,
23 “Consistent with past practices, the Company provides employees with up to three months of
24 paid leave in a calendar year.” The email was confusing and inaccurate. There was no company
25 policy regarding providing three months of paid leave in a “calendar year.” And second, the
26 sent attachment had a box marked “12 month rolling period” versus in a calendar year.

27 43. Ms. BRADLEY followed up, noting that the employee handbook SYNAPSEFI
28 provided her did not have a three-month leave policy. SYNAPSEFI responded acknowledging,
“I did look at the handbook but don't see anything about the period. I am in the process of

1 updating the handbook.” At this point, there was no doubt that SYNAPSEFI was retroactively
2 changing its policies to retaliate against Ms. BRADLEY for taking protected leave.

3 44. In mid-December, SYNAPSEFI sent a companywide Slack message stating
4 everyone was getting a raise; however, Ms. BRADLEY never got the promised raise.

5 45. Finally, in December 2018, SYNAPSEFI hired an outside investigator to address
6 employment discrimination and harassment claims.

7 46. On or about January 23, 2019, Ms. BRADLEY received a letter from
8 SYNAPSEFI. In the letter, SYNAPSEFI stated the “essential findings” were that “Sankaet did
9 make comments about your pregnancy.”

10 47. While still on medical leave, Synapsefi demoted Ms. BRADLEY to a sales
11 representative position and took away all of her supervisory duties. When Ms. BRADLEY
12 returned from medical leave, SYNAPSEFI gave her new unattainable sales goals, removed her
13 personal and work items, and someone was sitting at her desk. Knowing there was no longer a
14 way for her to succeed and with the condition becoming completely unbearable at
15 SYNAPSEFI, Ms. BRADLEY was forced to resign.

16 SIMS

17 48. PLAINTIFFS incorporate with this reference the factual allegations contained in
18 the preceding paragraphs.

19 49. SIMS began working at SYNAPSE on November 27, 2017. She was hired to be
20 the Executive Assistant to PATHAK, SYNAPSE’s CEO. In this role, SIMS made \$80,000 per
21 year in addition to benefits and other consideration. Within approximately one month, she was
22 promoted to a Chief-of-Staff / Executive Assistant and began earning a six-figure income.

23 50. Throughout her SYNAPSE employment, SIMS worked closely with PATHAK
24 and witnessed the harassment and retaliation he directed at SYNAPSE’s female employees and
25 herself. For example, in SIMS presence, PATHAK would direct comments at SIMS about
26 “breaking down” female employees, use sexually charged language, and make inappropriate
27 workplace comments. Some examples of the comments and conduct PATHAK engaged in
28 during SIMS employment include:

- a. Telling female employees that he was going to “break them” and rebuild them to what he wanted and needed. He did not make similar comments to or about male SYNAPSE employees;
- b. He told numerous employees that BRADLEY “had too many babies” and did not perform well;
- c. He frequently used sexually charged language such as “How many dicks did you suck to solve that problem?”: “How many dicks in the butt did you take?”; and “How painful was it to get this answer?”;
- d. He mocked the diversity at SYNAPSE making comments like “Now we have women and gays and a black man”;
- e. He screamed and cursed at the female employees and would block the door to intimidate them from leaving conference rooms. He did not do this to the male employees;
- f. He would question the intelligence of the female employees, but not the male employees.

51. PATHAK would also instruct SIMS to “break down” other female employees. For example, and with respect to a female employee SIMS worked with, PATHAK told SIMS “don’t hold her hand”, “let her fail”, “don’t help her”, and “she needs to be broken.” That employee was ultimately forced to quit.

52. PATHAK made similar comments to SIMS about another female SYNAPSE employee, saying that he was going to “break her, tear her apart and rebuild her to do things how he wants her to.” He also commented that employee was too “soft” and “sensitive.”

53. In addition, PATHAK would lie directly to SIMS about other SYNAPSE employees. Specifically, he told SIMS that BRADLEY was not performing well and that PATHAK regularly had to step in to bring her deals and close them. These statements were false and untrue. He would also tell SIMS that BRADLEY and her husband, who also worked at SYNAPSE during all relevant times, were taking advantage of SYNAPSE by using maternity and paternity leaves to care for their newborn children.

1 54. PATHAK also engaged in inappropriate behavior towards SIMS by questioning
2 her about her private life. He openly discussed his romantic interests and told her that he was
3 still in love with a woman that previously worked at SYNAPSE.

4 55. PATHAK began requiring SIMS to accompany him on various car rides.
5 Specifically, PATHAK took SIMS on errands during the workday, to conferences, and home
6 when he kept her at work late. During these rides, PATHAK would play romantic songs and
7 sing them to SIMS, which he would act out through hand gestures. Further, when SIMS tried
8 to discuss work related topics, PATHAK would tell her he wanted to talk about personal things
9 instead. These experiences made SIMS significantly uncomfortable and made it increasingly
10 difficult for her to perform her job functions.

11 56. In August 2018, SIMS reached a breaking point with respect to PATHAK's
12 harassing comments and conduct. She decided to take some time off work to get a break from
13 his behaviors. On or about September 25, 2018, she was placed on medical leave.

14 57. SIMS remained on medical leave until January 2, 2019, and returned to work
15 January 4th with work restrictions. Upon her return to work, SIMS was at least perceived to be
16 disabled by PATHAK and SYNAPSE. Almost immediately, SIMS met with Tracey Guerin,
17 Esq., in-house counsel for Synapse at the time. During their meeting, Ms. Guerin informed
18 SIMS that her position and responsibilities had been restructured. This was an effective
19 demotion given that SIMS was stripped of her primary responsibilities as Chief-of-Staff /
20 Executive Assistant despite the absence of a prior history of performance deficiencies.
21 Specifically, in this restructured position, SIMS was responsible for copying and pasting the
22 names of SYNAPSE's clients into templated, form contracts, and comparably low-level
23 administrative work.

24 58. Ultimately, SIMS was forced to quit on January 14, 2019 due to PATHAK's
25 ongoing harassment and discrimination.

26 59. Prior to filing this Complaint, SIMS exhausted all administrative remedies she was
27 required to pursue based on the nature of her claims.

28 //

FRASER

60. FRASER began working for SYNAPSE on February 28, 2018. She was hired to be a Lead UX Researcher and was promised a salary of \$160,000 annually in addition to benefits and other consideration.

61. Throughout her SYNAPSE employment, PATHAK made inappropriate and harassing comments to FRASER based on her gender and the gender of her subordinates.

62. Beginning almost immediately after she began work, PATHAK started making comments to FRASER about her age and gender. For example, during lunch on her first day at SYNAPSE, PATHAK told FRASER that she should watch out for the male employee she was having lunch with because he was a “womanizer and could not handle his money.” He further told her that the male employee was into “mom types”. When FRASER asked what he meant by “mom types”, he replied “Well there aren’t a lot of older people here for a reason. We need fresh perspectives to do this job right.” FRASER then asked a question about BRADLEY and her husband and PATHAK replied “They have too many babies.” PATHAK was vocal to others about hiring young people and that older hires were not the right kind of workers. FRASER either directly observed such comments or learned of them indirectly while employed at SYNAPSE.

63. FRASER also heard, both directly and indirectly, PATHAK make obscene sexual comments, including but not limited to those alleged above.

64. PATHAK also directed FRASER to “break down” her female subordinates. For example, FRASER expressed some concern to PATHAK about one of her female team members. PATHAK responded by saying “Yes, we need to break her down to the bottom and then reshape her to what we want and need.” FRASER told PATHAK she did not lead this way and he informed her “Yes, but this is what I think is best” removing any other option from the table. Thereafter, FRASER informed PATHAK that this same female employee was responding to her leadership and he directed her to “keep breaking her down.” Throughout this period, PATHAK mocked and verbally attacked FRASER’s team member both in and outside her

1 presence. Ultimately, PATHAK did fire this employee and, during the termination call, told her
2 that he “was gaslighting her.”

3 65. PATHAK also told FRASER directly that he would break her down and that he
4 “was the man to do it.” He even told her that he had “done this before” with respect to other
5 female SYNAPSE employees.

6 66. On March 23, 2018, when it became clear that PATHAK could not “break”
7 FRASER, he terminated her employment.

8 67. FRASER was replaced in her position by a substantially younger woman who was
9 in her twenties at the time she was hired.

10 68. Prior to filing this Complaint, FRASER exhausted all administrative remedies she
11 was required to pursue based on the nature of her claims.

12 **LEGAL CLAIMS**

13 **FIRST CAUSE OF ACTION** 14 **SEX/GENDER HARASSMENT IN VIOLATION OF THE FEHA** 15 **(AGAINST ALL DEFENDANTS)**

16 69. PLAINTIFFS incorporate here with this reference the factual allegations set forth
17 in the preceding paragraphs.

18 70. California’s Fair Employment and Housing Act prohibits employers and
19 individuals from harassing female employees based on their sex, which includes their gender.
20 Harassment consists of conduct outside the scope of necessary job performance, conduct
21 presumably engaged in for person gratification.

22 71. PLAINTIFFS, and each of them, are women who were subjected to unwanted
23 harassment based on their sex and/or gender during their SYNAPSE employment through the
24 direct comments and conduct of PATHAK described herein. They were also indirectly subjected
25 to his harassment by learning about his offensive comments and conduct toward and about other
26 women during the time period they were employed by SYNAPSE.

27 72. The comments and conduct of PATHAK were unwelcome to PLAINTIFFS and
28 each of them. At no time did any of the PLAINTIFFS indicate to PATHAK that it was okay for

1 him to make disparaging, degrading, belittling and dehumanizing comments to PLAINTIFFS
2 and/or other female employees of SYNAPSE. PLAINTIFFS, and each of them, indicated to
3 PATHAK through their own comments and conduct that his harassing behaviors were
4 unacceptable, unwanted and unwelcome.

5 73. The harassing conduct of PATHAK was sufficiently severe and pervasive to alter
6 the terms and conditions of each of PLAINTIFFS' employment with SYNAPSE. The working
7 conditions created by PATHAK were so unsatisfactory as to be intolerable to a reasonable woman
8 generally desirous of remaining employed, including PLAINTIFFS. The intolerable working
9 conditions permeated each of the PLAINTIFFS' roles at SYNAPSE and had a pronounced effect
10 on each PLAINTIFFS' ability to perform her job, including but not limited to, maintaining and
11 receiving promised job responsibilities and tasks, being undermined in meetings with customers
12 and co-workers, being shamed for work performed on the job solely based on PLAINTIFFS' (and
13 other employees') sex and/or gender, and wholly undermining their effectiveness and ability to
14 perform required tasks. No reasonable woman would choose to remain in the hostile working
15 environment PATHAK created at SYNAPSE.

16 74. PLAINTIFFS, and each of them, suffered damages as a result of the hostile work
17 environment created at SYNAPSE by PATHAK, including but not limited to compensatory and
18 special damages, in amounts according to proof.

19 75. PLAINTIFF have, and will have, incurred substantial attorneys' fees and costs in
20 the prosecution of this action. When PLAINTIFFS' prevail at trial, they will each be entitled to
21 recover their reasonable attorneys' fees and costs, including expert costs.

22 76. The conduct of DEFENDANTS and/or their agents/employees, including
23 PATHAK, as described herein was malicious, and/or oppressive, and done with a willful and
24 conscious disregard for PLAINTIFFS' rights and for the deleterious consequences of
25 DEFENDANTS' actions. DEFENDANTS and/or their agents/employees or supervisors,
26 including PATHAK, authorized, condoned and ratified the unlawful conduct of the remaining
27 DEFENDANTS. Consequently, PLAINTIFFS are entitled to recover punitive damages against
28 DEFENDANTS, and each of them.

SECOND CAUSE OF ACTION
SEX/GENDER DISCRIMINATION IN VIOLATION OF THE FEHA
(AGAINST SYNAPSE AND DOES 1-25)

77. PLAINTIFFS hereby incorporate each and every allegation set forth in the preceding paragraphs.

78. Sex and/or gender discrimination violates the FEHA. PLAINTIFFS, and each of them, were members of a protected class based on their sex and/or gender, female.

79. PLAINTIFFS, and each of them, were performing their respective jobs competently during the time period they were employed by SYNAPSE. On information and belief, there is a lack of documentation of performance deficiencies that would support discipline and/or other adverse actions up to and including the termination of employment.

80. PATHAK's discriminatory bias towards PLAINTIFFS is detailed through, at least, the above allegations of harassing conduct targeting the female employees of SYNAPSE, including PLAINTIFFS.

81. FRASER was terminated as a result of PATHAK's discriminatory bias regarding her sex and/or gender.

82. The working conditions for SIMS were so severe and pervasive with respect to her employment and working conditions that SIMS was forced to resign her employment. She would not have taken such action but for the discriminatory bias of PATHAK towards her sex and/or gender and no reasonable woman would have remained in SIMS position.

83. The working conditions became so severe throughout MS. BRADLEY's employment at SynapseFI she was placed on medical leave twice. After MS. BRADLEY's second medical leave, she was demoted and given unattainable sales goals. MR. PATHAK's and SYNAPSEFI's overall actions towards MS. BRADLEY forced her to resign following her demotion and in lieu of her soon to come termination. MS. BRADLEY could not have taken such action but for the discriminatory bias and harassment of MR. PATHAK towards her sex and/or gender and no reasonable woman would have remained in MS. BRADLEY's position.

1 84. PLAINTIFFS, and each of them, suffered damages as a result of DEFENDANTS'
2 discrimination against their sex and/or gender, as directed by PATHAK, including but not limited
3 to compensatory and special damages, in amounts according to proof.

4 85. PLAINTIFF have, and will have, incurred substantial attorneys' fees and costs in
5 the prosecution of this action. When PLAINTIFFS' prevail at trial, they will each be entitled to
6 recover their reasonable attorneys' fees and costs, including expert costs.

7 86. The conduct of DEFENDANTS and/or their agents/employees, including
8 PATHAK, as described herein was malicious, and/or oppressive, and done with a willful and
9 conscious disregard for PLAINTIFFS' rights and for the deleterious consequences of
10 DEFENDANTS' actions. DEFENDANTS and/or their agents/employees or supervisors,
11 including PATHAK, authorized, condoned and ratified the unlawful conduct of the remaining
12 DEFENDANTS. Consequently, PLAINTIFFS are entitled to recover punitive damages against
13 DEFENDANTS, and each of them.

14
15 **THIRD CAUSE OF ACTION**
16 **(PREGNANCY DISCRIMINATION IN VIOLATION OF THE FEHA)**
BRADLEY AGAINST SYNAPSE AND DOES 1-25

17 87. BRADLEY hereby incorporates by reference and each and every allegation set forth in each
18 and the preceding paragraphs.

19 88. California Government Code section 12900, et seq., commonly referred to as
20 FEHA, makes it unlawful "[f]or an employer, because of the . . . sex . . . of any person, to refuse
21 to hire or employ the person . . . or to bar or to discharge the person from employment . . . or to
22 discriminate against the person in compensation or in terms, conditions, or privileges of
23 employment." (Gov. Code, § 12940(a).) Discrimination on the basis of pregnancy is treated as
sex discrimination under the FEHA. (Gov. Code, § 12926(r)(1).)

24 89. Defendants, and each of them, are "employers" within the meaning of California
25 Government Code section 12926(d), and are subject to FEHA in that they regularly employ five
26 (5) or more persons.

27 90. At all relevant times herein, BRADLEY was an applicant for employment with
28 Defendants, and each of them.

1 91. At all relevant times herein, BRADLEY was a pregnant female.

2 92. At all relevant times herein, Defendants, and each of them, knew BRADLEY was
3 a pregnant female.

4 93. In violation of FEHA, Defendants, and each of them, refused to hire and employ,
5 barred, and/or otherwise discriminated against BRADLEY in compensation or in terms,
6 conditions, or privileges of employment, in whole or in substantial part, because of her
7 sex/pregnancy.

8 94. As a direct and proximate result of the acts of Defendants, and each of them, as
9 alleged above, BRADLEY has suffered and will continue to suffer economic damages,
10 including lost wages and benefits, and other compensatory damages in an amount to be
11 ascertained at the time of trial.

12 95. As a further direct and proximate result of the acts of Defendants, and each of
13 them, as alleged above, BRADLEY has suffered mental, physical, and emotional distress,
14 including but not limited to humiliation, anxiety, nervousness, depression, sleeplessness, and
15 has been generally damaged in an amount to be ascertained at the time of trial.

16 96. As a further direct and proximate result of the acts of Defendants, and each of
17 them, as alleged above, BRADLEY will continue to expend sums in the future for the treatment
18 of the emotional, physical, and mental injuries sustained by Plaintiff as a result of said
19 Defendants', and each of them, acts in an amount to be ascertained at the time of trial.

20 97. As a further direct and proximate result of the above-described acts of Defendants,
21 and each of them, BRADLEY has incurred attorney's fees and costs and, pursuant to the
22 provisions of California Government Code section 12965(b), Plaintiff is entitled to the
23 reasonable value of such attorney's fees.

24 98. The conduct of Defendants, and each of them, as alleged above, was a substantial
25 factor in causing BRADLEY's harm, as described above.

26 99. The above-described acts of Defendants, and each of them, were willful,
27 intentional and malicious and done with the intent to vex, injure and annoy BRADLEY and
28 warrant the imposition of exemplary and punitive damages in an amount sufficient to punish
said Defendants, and each of them, and to deter others from engaging in similar conduct.

1 Defendants, and each of them, authorized and ratified the wrongful acts of their agents and
2 employees, knew in advance that their agents and employees were likely to commit such acts
3 and employed them with conscious disregard of the rights or safety of others, and/or their
4 officers, directors, and/or managing agents were themselves guilty of oppression, fraud, and
5 malice. Those who discriminated against BRADLEY were officers, directors, and/or managing
6 agents who were vested with discretionary authority to make decisions affecting company
7 policy regarding significant aspects of the company's business. These officers, directors, and/or
8 managing agents acted with malice in discriminating against BRADLEY in that they did so
9 because of her sex/pregnancy despite knowing it was illegal to do so under the law, in conscious
10 disregard of Plaintiff's rights. Those officers, directors, and/or managing agents who
11 discriminated against BRADLEY further acted with malice by fabricating false reasons for
12 doing so in order to cover up their true, discriminatory reason(s) for doing so.

13 **FOURTH CAUSE OF ACTION**
14 **DISABILITY DISCRIMINATION IN VIOLATION OF THE FEHA**
(SIMS Against SYNAPSE and DOES 1-25)

15 100. PLAINTIFF SIMS hereby incorporates by reference and each and every
16 allegation set forth in each and the preceding paragraphs.

17 101. Discriminating against an employee based on a disability, or perceived
18 disability, violates the FEHA. At all relevant times, SIMS had a serious medical condition that
19 affected the major life activity of, at least, working and/or she was perceived by DEFENDANTS
20 as having such a disability.

21 102. SIMS took a leave of absence from her work at SYNAPSE in order to care
22 for a serious medical condition and/or DEFENDANTS perceived that SIMS took a leave of
23 absence from work because of a serious medical condition. When she began her leave, she was
24 working as the SYNAPSE Chief of Staff and Executive Assistant to PATHAK.

25 103. When SIMS returned to work at SYNAPSE in early 2019, she was still
26 experiencing symptoms related to her serious medical condition, but was ready, willing and able
27 to perform her regular job functions with or without accommodation.
28

1 104. DEFENDANTS, however, stripped her of her regular job duties and
2 responsibilities and she was relegated to performing rudimentary administrative tasks. This
3 change in her role was an effective demotion and reflected a substantial change to the manner in
4 which she performed her job in addition to a material adverse change in her job function.
5 Additionally, SIMS was constructively discharged from her employment due to, in whole or in
6 part, her disability status or perceived disability status and the hostile work environment based
7 on her sex and/or gender.

8 105. DEFENDANTS subjected SIMS to this adverse action because of, in
9 whole or in part, her disability and/or perceived disability.

10 106. SIMS was harmed by the discriminatory conduct of DEFENDANTS and
11 has suffered special and general damages in an amount in excess of the jurisdictional limits of
12 this Court.

13 107. By reason of the conduct of SYNAPSE as alleged herein, SIMS has
14 necessarily retained attorneys to prosecute the within action. SIMS is therefore entitled to
15 reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
16 incurred in bringing the within action.

17 108. The conduct of DEFENDANTS and/or their agents/employees as
18 described herein was malicious, and/or oppressive, and done with a willful and conscious
19 disregard for SIMS' rights and for the deleterious consequences of DEFENDANTS'
20 actions. DEFENDANTS and/or their agents/employees or supervisors authorized, condoned and
21 ratified the unlawful conduct of the PATHAK and other SYNAPSE employees. Consequently,
22 SIMS is entitled to punitive damages against SYNAPSE.

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FIFTH CAUSE OF ACTION
(AGE DISCRIMINATION IN VIOLATION OF THE FEHA)
(FRASER Against SYNAPSE and DOES 1-25)

109. PLAINTIFF FRASER hereby incorporates by reference and each and every allegation set forth in each and the preceding paragraphs.

110. Discriminating against an employee because of her age violates the FEHA. At all relevant times, FRASER was a member of a protected class because she was over forty years old.

111. At all relevant times, FRASER was competently performing her job at SYNAPSE. She received no performance related criticism or discipline prior to the unlawful termination of her employment.

112. PATHAK made several derogatory comments to FRASER and to other SYNAPSE employees about older workers. He specifically mentioned that younger workers were the right type of workers for SYNAPSE prior to terminating FRASER's employment.

113. FRASER's age was a substantial motivating factor in DEFENDANTS' decision to terminate FRASER's employment.

114. FRASER was replaced in her position by a woman in her twenties with substantially less experience than FRASER.

115. FRASER was harmed by the discriminatory conduct of DEFENDANTS and has suffered special and general damages in an amount in excess of the jurisdictional limits of this Court.

116. By reason of the conduct of DEFENDANTS as alleged herein, FRASER has necessarily retained attorneys to prosecute the within action. FRASER is therefore entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and costs, incurred in bringing the within action.

117. The conduct of DEFENDANTS and/or their agents/employees as described herein was malicious, and/or oppressive, and done with a willful and conscious disregard for FRASER's rights and for the deleterious consequences of DEFENDANTS' actions. DEFENDANTS and/or their agents/employees or supervisors authorized, condoned

1 and ratified the unlawful conduct of the PATHAK and other SYNAPSE employees.
2 Consequently, SIMS is entitled to punitive damages against SYNAPSE.

3
4 **SIXTH CAUSE OF ACTION**
5 **FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION**
6 **IN VIOLATION OF THE FEHA**
7 **(Against SYNAPSE and DOES 1-25)**

8 118. PLAINTIFFS hereby incorporate by reference and re-alleges each and every
9 allegation set forth in the preceding paragraphs.

10 119. In violation of the FEHA, DEFENDANTS failed to take all reasonable steps
11 necessary to prevent harassment and discrimination against employees of SYNAPSE.

12 120. In perpetrating the above-described conduct, SYNAPSE and DOES 1-25 engaged
13 in a pattern, practice, policy, and custom of unlawful harassment and discrimination. Said
14 conduct on the part of SYNAPSE and DOES 1-25, and each of them, constituted a policy,
15 practice, tradition, custom, and usage that denied PLAINTIFFS protections of the FEHA.

16 121. At all relevant time periods SYNAPSE and DOES 1-25, and each of them, failed
17 to make an adequate response and investigation into the conduct of PATHAK and the aforesaid
18 pattern and practice and thereby established a policy, custom, practice, or usage within the
19 organization of SYNAPSE that condoned, encouraged, tolerated, sanctioned, ratified, approved
20 of, and/or acquiesced in unlawful harassment and discrimination towards employees of
21 SYNAPSE including, but not limited to, PLAINTIFFS.

22 122. At all relevant time periods there existed within the organization of SYNAPSE a
23 pattern and practice of conduct by its personnel that resulted in harassment and discrimination
24 including, but not limited to, conduct directed at PLAINTIFFS.

25 123. On information and belief, SYNAPSE did not provide adequate harassment and
26 discrimination training with respect to its employees and managers, including PATHAK.

27 124. SYNAPSE and DOES 1-25, and each of them, were put on notice that at least
28 PATHAK might be committing harassment and discrimination in the workplace and/or are
strictly liable for his known harassing and discriminatory behaviors. Once SYNAPSE was put
on notice that PATHAK might be committing harassment and discrimination in the workplace,
it was a reasonable step to conduct a thorough investigation into whether PATHAK were

1 committing such harassment and discrimination in the workplace. SYNAPSE and DOES 1-25,
2 and each of them, failed to take this reasonable step of conducting a thorough investigation into
3 whether PATHAK was committing harassment and discrimination in the workplace.

4 125. SYNAPSE and DOES 1-25, and each of them, knew, or reasonably should have
5 known, that the failure to provide any or adequate education, training, and information as to their
6 personnel policies and practices regarding sexual harassment and discrimination would result in
7 sexual harassment and retaliation. Providing adequate education, training, and information as to
8 their personnel policies and practices regarding harassment and discrimination was a reasonable
9 step that SYNAPSE could have taken, but did not take, to prevent harassment and discrimination
10 in the workplace.

11 126. The failure of SYNAPSE and DOES 1-25, and each of them, to take the above-
12 mentioned reasonable steps to prevent harassment and discrimination constituted deliberate
13 indifference to the rights of employees of SYNAPSE including, but not limited to, those of
14 PLAINTIFFS.

15 127. The failure of SYNAPSE and DOES 1-25, and each of them, to take the above-
16 mentioned reasonable steps was a substantial factor in PATHAK committing additional acts of
17 harassment and discrimination against PLAINTIFFS. These additional acts of harassment and
18 discrimination against PLAINTIFFS caused PLAINTIFFS, and each of them, unnecessary harm.

19 128. By reason of the conduct of DEFENDANTS, and each of them as alleged herein,
20 PLAINTIFFS have necessarily retained attorneys to prosecute the within action. PLAINTIFFS
21 therefore are entitled to reasonable attorney's fees and litigation expenses, including expert
22 witness fees and costs, incurred in bringing the within action.

23 129. As a result of DEFENDANTS' actions, PLAINTIFFS sustained economic
24 damages to be proven at trial. As a further result of DEFENDANTS' and each of their actions,
25 PLAINTIFFS suffered non-economic losses including, but not limited to, emotional distress
26 resulting in damages to be proven at trial.

27 130. The above harassing and discriminatory conduct and failure to take reasonable
28 steps to prevent the same violates California's FEHA, Cal. Gov. Code §§ 12940 *et seq.*, and

California public policy and entitles PLAINTIFFS to all categories of damages, including exemplary or punitive damages.

131. The conduct of DEFENDANTS and/or their agents/employees as described herein was malicious and/or oppressive and done with a willful and conscious disregard for PLAINTIFFS' rights and for the deleterious consequences of DEFENDANTS' actions. DEFENDANTS and/or their agents/employees or supervisors authorized, condoned, and ratified the unlawful conduct of the remaining DEFENDANTS. Consequently, PLAINTIFFS are entitled to punitive damages against SYNAPSE and DOES 1-25.

SEVENTH CAUSE OF ACTION
FOR UNLAWFUL RETALIATION IN VIOLATION OF FEHA
CAL. GOV. CODE § 12900, et seq.
BRADLEY and SIMS Against SYNAPSEFI

132. Plaintiffs incorporate by this reference each and all of the allegations contained in this complaint as fully as though set forth at length herein.

133. California Government Code Section 12940(h) provides that it is an unlawful employment practice “[f]or any employer . . . or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under [FEHA].”

134. Plaintiff BRADLEY exercised her rights under FEHA and engaged in legally protected activity, including but not limited to, by notifying Defendants, and each of them, of SYNAPSEFI's and Mr. PATHAK's unlawful harassment and discrimination, including but not limited to, harassing women in the workplace.

135. Plaintiff SIMS exercised her rights under FEHA and engaged in legally protected activity, including but not limited to taking time off to care for a serious medical condition.

136. Defendants, and each of them, terminated and/or otherwise discriminated against Plaintiffs BRADLEY and SIMS in whole or in part, in retaliation for their exercise of rights guaranteed under the FEHA, as described above.

137. As a direct and proximate result of the acts of Defendants, and each of them, as

1 alleged above, Plaintiffs BRADLEY and SIMS have suffered and will continue to suffer
2 economic damages, including lost wages and benefits, and other compensatory damages in an
3 amount to be ascertained at the time of trial.

4 138. As a further direct and proximate result of the acts of Defendants, and each of
5 them, as alleged above, Plaintiffs BRADLEY and SIMS have suffered mental, physical, and
6 emotional distress, including but not limited to humiliation, anxiety, nervousness, depression,
7 sleeplessness, and have been generally damaged in an amount to be ascertained at the time of
8 trial.

9 139. As a further direct and proximate result of the acts of Defendants, and each of
10 them, as alleged above, Plaintiffs BRADLEY and SIMS will continue to expend sums in the
11 future for the treatment of the emotional, physical, and mental injuries sustained by Plaintiff as a
12 result of said Defendants', and each of them, acts in an amount to be ascertained at the time of
13 trial.

14 140. The above-described acts of Defendants, and each of them, were willful,
15 intentional and malicious and done with the intent to vex, injure and annoy Plaintiffs BRADLEY
16 and SIMS and warrant the imposition of exemplary and punitive damages in an amount sufficient
17 to punish said Defendants, and each of them, and to deter others from engaging in similar conduct.
18 Defendants, and each of them, authorized and ratified the wrongful acts of their agents and
19 employees, knew in advance that their agents and employees were likely to commit such acts and
20 employed them with conscious disregard of the rights or safety of others, and/or their officers,
21 directors, and/or managing agents were themselves guilty of oppression, fraud, and malice. Those
22 who discriminated against and retaliated against Plaintiffs BRADLEY and SIMS were officers,
23 directors, and/or managing agents who were vested with discretionary authority to make decisions
24 affecting company policy regarding significant aspects of the company's business. These officers,
25 directors, and/or managing agents acted with malice in discriminating against and retaliating
26 against Plaintiffs BRADLEY and SIMS in that they did so because they raised protected
27 complaints and/or otherwise engaged in conduct protected by FEHA despite knowing it was
28 illegal to do so under the law, in conscious disregard of Plaintiffs BRADLEY and SIMS's rights.

Those officers, directors, and/or managing agents who discriminated against and retaliated against Plaintiffs BRADLEY and SIMS further acted with malice by fabricating false reasons to retaliate against Plaintiff in order to cover up their true, discriminatory reason(s) for doing so.

141. As a further direct and proximate result of the above-described acts of Defendants, and each of them, Plaintiffs BRADLEY and SIMS have incurred attorney's fees and costs and, pursuant to the provisions of California Government Code Section 12965(b), Plaintiffs are entitled to the reasonable value of such attorney's fees.

EIGHTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC
POLICY / CONSTRUCTIVE DISCHARGE
(Against SYNAPSE and DOES 1-25)

142. PLAINTIFFS incorporate here with this reference the factual allegations set forth in the preceding paragraphs.

143. PLAINTIFFS' wrongful termination and/or constructive discharge from their respective employment with SYNAPSE violated well established public policies of the State of California which protect workers from harassment and discrimination in the workplace based on sex/gender, pregnancy status, disability and age. Those policies can be found in the FEHA as well as the California Constitution.

144. FRASER was terminated in violation of these policies.

145. SIMS was constructively discharged when the terms and conditions of her employment became so unreasonable that she was left with no choice but to resign her SYNAPSE employment.

146. BRADLEY was constructively discharged when the terms and conditions of her employment became so unreasonable that she was left with no choice but to resign her SYNAPSE employment.

147. PLAINTIFFS were harmed as a direct and proximate result of DEFENDANTS' wrongful acts. PLAINTIFFS suffered and continue to suffer substantial monetary losses and emotional distress in an amount according to proof at the time of trial.

148. DEFENDANTS did the acts alleged herein maliciously, fraudulently and oppressively, with the wrongful intent to injure PLAINTIFFS, from an improper and evil motive amounting to malice, and in conscious disregard of PLAINTIFFS' rights. The acts complained of were known to and authorized and ratified by DEFENDANTS. PLAINTIFFS are therefore entitled to recover punitive damages from DEFENDANTS in an amount according to proof at trial.

NINTH CAUSE OF ACTION
(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)
(Against DEFENDANTS)

149. PLAINTIFFS hereby incorporate by reference and re-allege each and every allegation set forth in preceding paragraphs.

150. PLAINTIFFS are informed and believe, and thereon alleges, that SYNAPSE, by and through their principals, agents, and employees, including PATHAK, conducted themselves unlawfully in violation of public policy and applicable law as described above with conscious disregard of the result or outcome of such act. Subjecting PLAINTIFFS to the conduct described above throughout their employment was extreme and outrageous conduct by SYNAPSE and PATHAK and each of them.

151. Through the outrageous conduct described above, SYNAPSE and PATHAK acted with the intent to cause, and with reckless disregard for the probability of causing, PLAINTIFFS to suffer severe emotional distress.

152. At all relevant times mentioned herein, SYNAPSE and PATHAK had actual or constructive knowledge of the extreme and outrageous conduct described herein and condoned, ratified, and participated in such extreme and outrageous acts.

153. As a direct and proximate result of SYNAPSE and PATHAK's willful, knowing, and intentional acts and SYNAPSE's failure to act PLAINTIFFS have suffered, and will continue to suffer, mental distress and anguish. PLAINTIFFS are thereby entitled to general and compensatory damages in an amount to be proven at trial.

154. DEFENDANTS' acts were malicious, oppressive, or fraudulent with intent to vex, injure, annoy, humiliate, and embarrass PLAINTIFFS, and in conscious disregard of the rights

1 or safety of PLAINTIFFS and other employees of SYNAPSE, and in furtherance of SYNAPSE's
2 ratification of the wrongful conduct of the employees and managers of SYNAPSE, including
3 PATHAK. Because the above-described words and actions, among others, were spoken or
4 carried out and/or ratified by SYNAPSE and PATHAK and/or managerial agents of SYNAPSE
5 in whom PLAINTIFF placed her justified and good-faith trust, and because SYNAPSE acted in
6 a deliberate, malicious, and intentional manner in order to injure and damage PLAINTIFFS
7 and/or with callous disregard for PLAINTIFF'S rights, PLAINTIFF is entitled to recover
8 punitive damages from DEFENDANTS.

9 **TENTH CAUSE OF ACTION**
10 **(UNPAID WAGES / WAITING TIME PENALTIES)**
11 **(FRASER Against SYNAPSE)**

12 155. FRASER hereby incorporates with this reference paragraphs 2, 5, 6 and 60-68,
13 above.

14 156. At all relevant times, California Labor Code section 201 was in full force and
15 effect during FRASER's employment with SYNAPSE. Section 201 provides that "If an employer
16 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
17 immediately."

18 157. At all relevant times, California Labor Code section 203 was in full force and
19 effect. Section 203 provides that "If an employer willfully fails to pay, without abatement or
20 reduction, in accordance with Section[] 201 . . . any wages of an employee who is discharged . . .
21 the wages of the employee shall continue as a penalty from the due date thereof at the same rate
22 until paid . . .; but the wages will not continue for more than thirty days."

23 158. FRASER's employment with SYNAPSE ended on March 23, 2018. At the time
24 she was earning \$160,000 annually or approximately \$615.38 per day.

25 159. FRASER was not paid within the time provided by law following the termination
26 of her SYNAPSE employment. SYNAPSE intentionally and willfully gave FRASER a rubber
27 check despite having ample resources to properly compensate her. The check bounced and
28 FRASER received nothing.

1 160. Through an onerous process of trying to get paid the money she earned working
2 for SYNAPSE, FRASER ultimately received a personal check from SANKAET as a purported
3 payroll distribution.

4 161. It took approximately 2.5 weeks for FRASER to receive the money that she was
5 due and the failure to pay her in accordance with Section 201 caused her to suffer financial
6 injuries.

7 162. FRASER is therefore owed waiting time penalties for the 2.5 weeks she was
8 required to wait to receive her earned income following her unlawful discharge.

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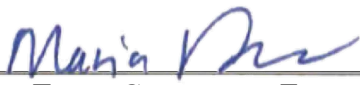
PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS prays for relief as follows:

1. For compensatory damages against all Defendants, and each of them, according to proof;
2. For special damages against all Defendants, and each of them, according to proof;
3. For general damages against all Defendants, and each of them, according to proof;
4. For exemplary and punitive damages according to proof;
5. For costs pursuant to California Civil Procedure Code section 1032, or as otherwise provided by law;
6. For prejudgment interest;
7. For an award of costs and attorney's fees, in an amount the court determines to be reasonable, as authorized by the provisions of California Government Code section 12965(b), or as otherwise provided by law;
8. For equitable relief, including injunctive relief where available, including, but not limited to injunctive relief pursuant to *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203;
9. For such other and further relief as the court deems just and proper.

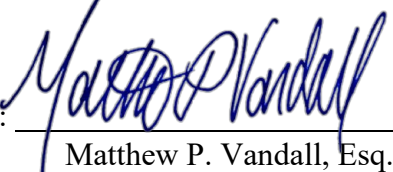
Date: December 9, 2019

LAW OFFICES OF TANYA GOMERMAN

By: 
Tanya Gomerman, Esq.
Maria A. Bourn, Esq.
Attorney for Plaintiff
ASYA BRADLEY

Date: December 9, 2019

VANDALL LAW FIRM


By: 
Matthew P. Vandall, Esq.
Attorney for PlaintiffS
TAYLOR SIMS
MHAIRE FRASER

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a trial by jury.


Date: December 9, 2019

LAW OFFICES OF TANYA GOMERMAN

By: 
Tanya Gomerman, Esq.
Maria A. Bourn, Esq.
Attorney for Plaintiff
ASYA BRADLEY

Date: December 9, 2019

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