



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Aug-11-2017 4:07 pm

Case Number: CGC-17-560682

Filing Date: Aug-11-2017 4:02

Filed by: ROSSALY DELAVEGA

Image: 05983844

COMPLAINT

CHARLES BRANDON VS. SOCIAL FINANCE, INC. A DELAWARE CORPORATION

001C05983844

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

SOCIAL FINANCE, INC., [a Delaware Corporation],

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BRANDON CHARLES, an individual,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Civic Center Courthouse

400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-17-560682

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
The Ottinger Law Firm, 535 Mission Street, San Francisco, CA 94105, (415) 262-0096

DATE: 08/11/2017
(Fecha) **AUG 11 2017**

CLERK OF THE COURT Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

DE LA VEGA-NAVARRO, Rosaly



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify): Social Finance, Inc.
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date):

**BY FAX
ONE LEGAL LLC**

FOR COURT USE ONLY

FILED
San Francisco County Superior Court

AUG 11 2017

CLERK OF THE COURT
Dr. [Signature]
Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Robert Ottinger (SBN 156825)

The Ottinger Law Firm
535 Mission Street
San Francisco, CA 94105

TELEPHONE NO.: (415) 262-0096

FAX NO.: (212) 571-0505

ATTORNEY FOR (Name): Plaintiff Brandon Charles

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Francisco, CA 94102

BRANCH NAME: Civic Center Courthouse

CASE NAME:

Brandon Charles v. Social Finance, Inc.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT:

CC-17-560682

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- Auto (22)
- Uninsured motorist (46)

Other PIPDWD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/DPD/W (23)

Non-PI/DPD/W (Other) Tort

- Business tort/unfair business practice (07)
- Civil rights (08)
- Defamation (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence (25)
- Other non-PI/DPD/W tort (35)

Employment

- Wrongful termination (36)
- Other employment (15)

Contract

- Breach of contract/warranty (06)
- Rule 3.740 collections (09)
- Other collections (09)
- Insurance coverage (18)
- Other contract (37)

Real Property

- Eminent domain/Inverse condemnation (14)
- Wrongful eviction (33)
- Other real property (26)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38)

Judicial Review

- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
- Construction defect (10)
- Mass tort (40)
- Securities litigation (28)
- Environmental/Toxic tort (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
- Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
- Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): two

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 08/11/2017
Robert Ottinger

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

BY FAX
ONE LEGAL LLC

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

1 Robert W. Ottinger (SBN 156825)
2 THE OTTINGER FIRM, P.C.
3 535 Mission Street
4 San Francisco, CA 94105
5 robert@ottingerlaw.com
6 Tel: 415-262-0096
7 Fax: 212-571-0505
8 *Attorneys for Plaintiff, Brandon Charles*

FILED
San Francisco County Superior Court
AUG 11 2017
CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN FRANCISCO**
9 **UNLIMITED JURISDICTION**

10
11 BRANDON CHARLES, an individual,
12 Plaintiff,
13 vs.
14 SOCIAL FINANCE, INC., [a Delaware
15 Corporation],
16 Defendant.

Case Number:
CGC-17-560682
COMPLAINT FOR:
1. RETALIATION IN VIOLATION OF THE CALIFORNIA FEHA;
2. RETALIATION IN VIOLATION OF CAL. LAB. CODE § 1102.5.

JURY TRIAL DEMANDED
BY FAX
ONE LEGAL LLC

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18 **COMPLAINT AND DEMAND FOR JURY TRIAL**

19 Plaintiff Brandon Charles ("Plaintiff" or "Mr. Charles"), by and through his attorneys, The Ottinger
20 Firm, P.C., as and for his Complaint in this action against Defendant Social Finance, Inc. ("SoFi" or
21 "Defendant"), hereby alleges as follows:

22 **PRELIMINARY STATEMENT**

23 No woman should be forced to endure sexual harassment from a male superior because he holds
24 her job and financial security in his hands. Yet, companies caught red-handed doing this have popped up
25 with increasing regularity throughout the San Francisco Bay Area. Loans should never be canceled at the
26 expense of college students forced to pay higher rates or miss payments in order to prop up the façade of
27 high performance for loan managers looking to pad their wallets with ill-gained bonuses. Yet, SoFi
28 endorsed this behavior by shielding the employees who did this very thing. Such conduct is

1 unconscionable, and has no place in our society today – nor has it ever.

2 Plaintiff Brandon Charles saw this very thing occurring in his workplace. But when he saw
3 women harassed with unsolicited – and unmistakably unwanted – sexual comments from their male
4 superiors, Mr. Charles did what anyone in his shoes should do: report it. When Mr. Charles learned that
5 SoFi managers were fraudulently canceling loans to pump up their apparent performance in order to reap
6 plump bonuses, he reported it. Mr. Charles took a stand against inequity and misogyny; he was fired for
7 it. Defendant’s stance is that, despite their claims to the contrary, their female employees are eager to be
8 shown the explicit details regarding the anal escapades of their bosses. Being asked to fetch K-Y lube is
9 a normal part of the work environment for women, SoFi purports. Furthermore, SoFi thinks it’s okay for
10 its managers to cheat needy students. Defendant’s standpoint is both absurd and conducive to the exact
11 perpetration of sexual harassment, allowance of fraud, and retaliation against whistleblowers that
12 occurred in this case.

13 **NATURE OF THE CLAIMS**

14 1. This is an action seeking declaratory, injunctive, and equitable relief, as well as monetary
15 damages, to redress Defendant’s unlawful employment practices against Plaintiff, including Defendant’s
16 unlawful interference with, restraint, and denial of Plaintiff’s exercise of and/or attempt to exercise his
17 rights under the California Fair Employment and Housing Act, Cal. Gov. Code §§ 12940 *et seq.*
18 (“FEHA”) and California Labor Code § 1102.5 (the “Whistleblower statute”).

19 2. Defendant’s retaliatory, and otherwise unlawful conduct was knowing, malicious, willful
20 and wanton, and/or showed a reckless disregard for Plaintiff, which has caused and continues to cause
21 Plaintiff to suffer substantial economic and non-economic damages and severe mental anguish and
22 emotional distress.

23 **JURISDICTION AND VENUE**

24 3. Plaintiff is informed and believes, and thereon alleges that Defendant Social Finance, Inc.,
25 was, at all relevant times, operating within the state of California, and thus subject to the jurisdiction of
26 California courts by reason of “minimum contacts,” and did transact and conduct business in the State of
27 California, and is thus subject to the jurisdiction of all laws, regulations, and court decisions rendered by
28

1 the state of California.

2 4. Jurisdiction is conferred on this Court because Defendant, named herein, conducted
3 business in the State of California. Jurisdiction is conferred on this Court as to all causes of action
4 because they arise under state statutory or common law. Jurisdiction is proper in this Court because
5 alleged damages exceed \$25,000.00.

6 5. Venue is proper in this Court because Defendant SoFi's principal place of business is in
7 San Francisco, California in San Francisco County.

8 **PROCEDURAL REQUIREMENTS**

9 6. Prior to the filing of this Complaint, Plaintiff filed charges of retaliation and failure to
10 prevent harassment in violation of the FEHA with the California Department of Fair Employment and
11 Housing ("DFEH") against the Defendants. The DFEH charges arise out of the same facts alleged herein.
12 On or about August 11, 2017, Plaintiff received a "right to sue" letter from the DFEH. Copies of
13 Plaintiff's DFEH Charges and notices of right to sue are annexed to this Complaint as "Exhibit A," and
14 are incorporated by reference herein.

15 7. Any and all other prerequisites to the filing of this suit have been met.

16 **PARTIES**

17 8. Plaintiff is an individual who resided in California for the duration of his employment, the
18 time period when the facts alleged occurred. Plaintiff was employed by Defendant, Social Finance, Inc.,
19 as a Senior Operations Manager from March 1, 2017, to June 5, 2017, in Healdsburg, California. At all
20 relevant times, Plaintiff met the definition of "employee" under all applicable state law.

21 9. Defendant SoFi is a Delaware Corporation with its principle place of business in San
22 Francisco, California in San Francisco County. SoFi is an online finance company.

23 10. Defendant regularly employed five or more persons at all relevant times herein, and is an
24 "employer" as defined under the California FEHA, California Labor Code § 1102.5, and under all other
25 relevant state laws.

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2 **FACTUAL ALLEGATIONS**

3 11. On March 1, 2017, Plaintiff was hired by Defendant as a Senior Operations Manager in
4 Defendant's Healdsburg, California office.

5 12. Almost immediately, Plaintiff encountered illicit conduct at SoFi.

6 **I. SoFi Executives Cancel Loan Applications to Increase Their Own Bonuses Despite**
7 **Resulting Harm to Unsuspecting Consumers, and Plaintiff is Subject to Retaliation for**
8 **His Internal Reports and Complaints in Opposition to Such Misconduct**

9 13. On March 13, 2017, Plaintiff learned from a coworker that Operations Managers were
10 mishandling loan applications – that of an array of consumers, including, in particular, student loan and
11 consolidation loan applicants – in an effort to skew their performance “results” to enhance their own
12 quarterly bonuses.

13 14. Such quarterly bonuses for Operations Managers could fall within a range of zero to
14 \$15,000 per quarter, and Operations Managers were engaging in two forms of misconduct to enhance
15 their bonus earnings toward the top of this range.

16 15. Specifically, Plaintiff discovered that Operations Managers were simply “canceling” loan
17 applications that their own subordinates had failed to process without internal errors. Rather than
18 recording those loan applications as submitted but affected by internal errors, Operations Managers were
19 simply canceling such applications entirely, thereby avoiding the need to report their internal errors,
20 which would otherwise have decreased their performance metrics and quarterly bonus awards.

21 16. Plaintiff promptly reported this misconduct by email and in multiple subsequent
22 communications to Mr. Rick Caudill, his direct supervisor and Senior Director of Operations of Review,
23 as well as two Raoul McDuff, a human resources representative.

24 17. On March 22, 2017, Plaintiff complained to Raoul McDuff, again; Jing Liao, President of
25 Human Resources; and Robert Meck, Senior Vice President of Operation about the falsified basis for
26 loan cancelations being committed by Operations Managers.

27 18. On March 23, 2017, William Coplin, Vice President of Human Resources, visited the
28 Healdsburg SoFi office to investigate Plaintiff's March 17, 2017, complaint. Mr. Coplin then had a

1 meeting with Plaintiff to discuss the details of the complaint.

2 19. On April 4, 2017, Mr. Coplin met with Plaintiff in Mr. Meck's office. Mr. Coplin stated
3 that Mr. Caudill had confirmed Plaintiff's account of the loans being fraudulently canceled by managers.

4 20. Though Plaintiff's complaint was substantiated, Mr. Coplin then reported that Defendant
5 had issued Mr. Caudill only a verbal warning about the fraud.

6 21. On May 15, 2017, Mr. Caudill ordered an investigation into Plaintiff's two direct reports
7 without cause; without notifying Plaintiff, the direct superior responsible for the two individuals; and
8 without notifying human resources.

9 22. Mr. Caudill conducted his investigation in a manner that maligned Plaintiff, as well as his
10 direct reports, and did so in an effort to both intimidate and dissuade Plaintiff from continuing to report
11 and oppose internal misconduct, and to undermine Plaintiff's credibility and the significance of his prior
12 reports.

13 23. Mr. Caudill's investigation had no reasonable justification and attempted to avoid
14 procedure and proper channels.

15 24. The clear motivating factor for Mr. Caudill to initiate this investigation was to retaliate
16 against Plaintiff for his report of fraud against Mr. Caudill.

17 25. That same day, Plaintiff emailed Mr. McDuff, Mr. Coplin, and Mr. Liao detailing the
18 retaliation he was experiencing at the hands of Mr. Caudill for reporting the loan cancelation fraud.

19 26. Defendant offered no reasonable solution to Plaintiff's retaliation at that time.

20 27. Instead, Plaintiff was directed to desist from further reports or communications
21 concerning the mishandling of loan applications that he had reported through appropriate channels out of
22 concern for the arbitrary harm that Operations Managers were inflicting upon customers simply to
23 enhance their own bonus earnings.

24 28. Furthermore, on May 26, Plaintiff sent a screenshot to Mr. Caudill revealing that Isaac
25 Buie, a SoFi manager in Salt Lake City, had asked another manager, Brian Walker, to unassign
26 applications in an effort to avoid a negative impact on performance evaluations.

27 29. Despite the fact that unassigning applications could detrimentally affect these customer in
28 various ways, the issue was not addressed by Mr. Caudill, or anyone else for that matter.

1 **II. Sofi Executives Engage in Sexual Harassment; Plaintiff is Subject to Retaliation for**
2 **Speaking out on Behalf of Affected Co-Workers**

3 30. In May, Plaintiff became aware that a female employee was being subjected to unwanted,
4 overtly sexual conduct by Michael Phillips, Senior Manager of Operations.

5 31. This misconduct included the interjection of explicit sexual innuendo and statements into
6 normal workplace communications, despite the evident discomfort of the affected female employee.

7 32. Plaintiff subsequently learned that Mr. Phillips was subjecting a second female
8 subordinate to similarly lewd and unwelcome sexual commentary, including statements concerning his
9 sexual partners and experiences with anal sex.

10 33. Mr. Phillips had also indicated to Mr. Charles on prior occasions that he had a sexual
11 interest in a third junior female employee.

12 34. For example, rather than referring to the young woman by name in the normal course of
13 his workplace communications with Mr. Charles, Mr. Phillips would instead refer to her by way of lewd,
14 sexualized gestures intended to emphasize her physical appearance and attributes.

15 35. These gestures, like Mr. Phillips's other sexual overtures regarding his experiences with
16 anal sex, were unwelcome and degrading as to the young woman, and were objectively inappropriate and
17 offensive to any reasonable employee in the workplace.

18 36. On May 21, 2017, Plaintiff emailed Mr. McDuff, Mr. Coplin, and Mr. Liao regarding the
19 sexual harassment perpetrated by Mr. Phillips against vulnerable female co-workers.

20 37. On June 5, 2017, Plaintiff was invited to a meeting with Mr. McDuff and Mr. Rinaldi,
21 who indicated that the purpose of meeting with Plaintiff was to discuss his prior complaints about
22 fraudulent cancelations of loans, as well as unchecked sexual harassment against female co-workers in
23 his workplace.

24 38. Mr. McDuff and Mr. Rinaldi stated that they viewed Plaintiff's complaints as devoid of
25 merit and that such complaints were outside Plaintiff's appropriate duties to report to management.

26 39. Mr. McDuff and Mr. Rinaldi then terminated Plaintiff's employment with Defendant
27 SoFi.

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FIRST CAUSE OF ACTION
(Retaliation in Violation of the California FEHA)

40. Plaintiff alleges and incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

41. California Government Code section 12940(h) provides that it is unlawful for any employer to discharge or expel any person because that person opposed practices prohibited by the California FEHA.

42. At all times relevant hereto, Defendant was an employer, and Plaintiff was an employee of Defendant.

43. Defendant knew that Plaintiff opposed, as evidenced by his repeated reporting of and complaints about Defendant condoning and failing to remedy sexual harassment of multiple female employees by another co-employee of Defendant.

44. Plaintiff made multiple complaints about Defendant's above-mentioned practices.

45. Defendant terminated plaintiff at a meeting to address Plaintiff's complaints after informing Plaintiff that Defendant believed his claims were without merit.

46. Defendant terminated plaintiff because he opposed Defendant's unlawful practices.

47. As a proximate result of the acts of Defendant, Plaintiff has suffered damages in an amount according to proof.

48. As a further proximate result of Defendant's retaliatory actions against Plaintiff, as alleged above, Plaintiff has and continues to incur attorney's fees and costs to enforce his rights, which Plaintiff will seek to recover pursuant to California Government Code §12965(b).

49. Defendant's retaliatory and otherwise unlawful conduct towards Plaintiff constitutes a willful and wanton violation of the California FEHA, was outrageous and malicious, was intended to injure Plaintiff, and was done with conscious disregard of Plaintiff's civil rights, entitling Plaintiff to an award of punitive damages.

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1 **SECOND CAUSE OF ACTION**

2 **(Retaliation in Violation of California Labor Code § 1102.5)**

3 50. Plaintiff alleges and incorporates by reference the allegations in each of the preceding
4 paragraphs as if fully set forth herein.

5 51. Defendant SoFi, a corporation, is an employer as defined under California Labor Code §
6 1102.5.

7 52. Venue is proper because the unlawful employment practices complained of herein
8 occurred in San Francisco County.

9 53. Plaintiff is an adult person and a resident of the County of Sonoma in the State of
10 California.

11 54. Defendant's actions against Plaintiff, as alleged above, constitute unlawful retaliation in
12 employment in violation of California Labor Code § 1102.5, because Defendant terminated Plaintiff's
13 employment on account of Plaintiff's disclosure to persons with authority over him at Defendant of
14 information that Plaintiff had reasonable cause to believe disclosed a violation of state or federal law, or
15 a violation of or noncompliance with a local, state, or federal rule or regulation; and/or because
16 Defendant believed that Plaintiff disclosed or may have disclosed such information to a government or
17 law enforcement agency.

18 55. As a proximate result of Defendant's retaliatory action against Plaintiff, as alleged above,
19 Plaintiff has been harmed in that Plaintiff has suffered the loss of the salary, benefits, and additional
20 amounts of money Plaintiff would have received if Plaintiff had not been terminated from Defendant.
21 As a result of such retaliation and consequent harm, Plaintiff has suffered such damages in an amount
22 according to proof.

23 56. As a further proximate result of Defendant's retaliatory actions against Plaintiff, as
24 alleged above, Plaintiff has been harmed in that Plaintiff has suffered the intangible loss of such
25 employment-related opportunities. As a result of such retaliation and consequent harm, Plaintiff has
26 suffered such damages in an amount according to proof.

27 57. As a further proximate result of Defendant's retaliatory actions against Plaintiff, as
28 alleged above, Plaintiff has and continues to incur attorney's fees and costs to enforce his rights, which

1 Plaintiff will seek to recover pursuant to California Code of Civil Procedure ("CCP") §1021.5.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment as follows:

4 A. A declaratory judgment that the actions, conduct, and practices of Defendant complained
5 of herein violated the laws of the State of California;

6 B. An injunction and order permanently restraining Defendant from engaging in such
7 unlawful conduct;

8 C. An award of damages in an amount to be determined at trial, plus prejudgment interest,
9 to compensate Plaintiff for all monetary and/or economic hardship, including, but not limited to, the
10 loss of past and future income, wages, compensation, and other benefits of employment;

11 D. An award of damages in an amount to be determined at trial, plus prejudgment interest,
12 to compensate Plaintiff for all non-monetary and compensatory harm, including, but not limited to,
13 compensation for his depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem
14 and self-confidence, emotional pain and suffering, harm to his personal and professional reputations and
15 loss of career fulfillment;

16 E. An award of damages for any and all other monetary and/or non-monetary losses
17 suffered by Plaintiff in an amount to be determined at trial, plus prejudgment interest;

18 F. An award of punitive damages pursuant to the FEHA;

19 G. For reasonable attorney's fees and costs, including expert witness fees, pursuant to
20 California Government Code §12965(b) and California CCP §1021.5;

21 H. For costs of suit herein incurred; and

22 I. For such other and further relief as the Court deems just and proper.

23 Dated: August 11, 2017

24 San Francisco, CA


25 Robert W. Ottinger (SBN 156825)
26 THE OTTINGER FIRM, P.C.
27 535 Mission Street
28 San Francisco, CA 94105
robert@ottingerlaw.com
Tel: 415-262-0096
Fax: 212-571-0505

Attorney for Plaintiff

Exhibit A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

August 11, 2017

Brandon Charles
3730 Pleasant Street
Cincinnati, Ohio 45227

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 937838-305784
Right to Sue: Charles / Social Finance, Inc.

Dear Brandon Charles,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective August 11, 2017 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

Enclosures

cc:

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**

2 **BEFORE THE STATE OF CALIFORNIA**

3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 In the Matter of the Complaint of
7 Brandon Charles, Complainant.
8 3730 Pleasant Street
9 Cincinnati, Ohio 45227

DFEH No. 937838-305784

10 vs.

11 Social Finance, Inc., Respondent.
12 ONE LETTERMAN DRIVE, SUITE 4700
13 BLDG A
14 SAN FRANCISCO, California 94129

15 Complainant alleges:

16 1. Respondent **Social Finance, Inc.** is a **Private Employer** subject to suit under the
17 California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).
18 Complainant believes respondent is subject to the FEHA.

19 2. On or around **June 05, 2017**, complainant alleges that respondent took the
20 following adverse actions against complainant: **Retaliation Terminated**,
21 Complainant believes respondent committed these actions because of their:
22 **Engagement in Protected Activity** .

3. Complainant **Brandon Charles** resides in the City of **Cincinnati**, State of **Ohio**. If
complaint includes co-respondents please see below.

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2 **Additional Complaint Details:**

3 On March 1, 2017, Plaintiff was hired by Defendant as a Senior Operations Manager in
4 Defendants Healdsburg, California office.

5 On March 13, 2017, Plaintiff learned from a coworker that Operations Managers were
6 mishandling loan applications in an effort to skew their performance results to enhance
7 their own quarterly bonuses.

8 Specifically, Plaintiff discovered that Operations Managers were simply canceling loan
9 applications that their own subordinates had failed to process without internal errors.
10 Rather than recording those loan applications as submitted but affected by internal
11 errors, Operations Managers were canceling such applications entirely, thereby
12 avoiding the need to report their internal errors, which would otherwise have decreased
13 their performance metrics and quarterly bonus awards.

14 Plaintiff promptly reported this misconduct by email and in multiple subsequent
15 communications to Mr. Rick Caudill, his direct supervisor and Senior Director of
16 Operations of Review, as well as two Raoul McDuff, a human resources representative.
17 On April 4, 2017, Mr. Coplin stated that Mr. Caudill had confirmed Plaintiff's account of
18 the loans being fraudulently canceled by managers.

19 Though Plaintiff's complaint was substantiated, Mr. Coplin then reported that Defendant
20 had issued Mr. Caudill only a verbal warning about the fraud.

21 On May 15, 2017, Mr. Caudill ordered an investigation into Plaintiff's two direct reports
22 without cause, without notifying Plaintiff, the direct superior responsible for the two
individuals, and without notifying human resources.

Mr. Caudill conducted his investigation in a manner that maligned Plaintiff, as well as his
direct reports, and did so in an effort to both intimidate and dissuade Plaintiff from
continuing to report and oppose internal misconduct, and to undermine Plaintiff's
credibility and the significance of his prior reports.

Mr. Caudill's investigation had no reasonable justification and attempted to avoid
procedure and proper channels.

The clear motivating factor for Mr. Caudill to initiate this investigation was to retaliate
against Plaintiff for his report of fraud against Mr. Caudill.

That same day, Plaintiff emailed Mr. McDuff, Mr. Coplin, and Mr. Liao detailing the
retaliation he was experiencing at the hands of Mr. Caudill for reporting the loan
cancellation fraud.

Defendant offered no reasonable solution to Plaintiff's retaliation at that time.
Instead, Plaintiff was directed to desist from further reports or communications
concerning the mishandling of loan applications.

In May, Plaintiff became aware that a female employee was being subjected to
unwanted, overtly sexual conduct by Michael Phillips, Senior Manager of Operations.

This misconduct included the interjection of explicit sexual innuendo and statements into normal workplace communications, despite the evident discomfort of the affected female employee.

Plaintiff subsequently learned that Mr. Phillips was subjecting a second female subordinate to similarly lewd and unwelcome sexual commentary, including statements concerning his sexual partners and experiences with anal sex.

These gestures were unwelcome, degrading, and were objectively inappropriate and offensive to any reasonable employee in the workplace.

On May 21, 2017, Plaintiff emailed Mr. McDuff, Mr. Coplin, and Mr. Liao regarding the sexual harassment perpetrated by Mr. Phillips against vulnerable female co-workers.

On June 5, 2017, Plaintiff was invited to a meeting with Mr. McDuff and Mr. Rinaldi, who indicated that the purpose of meeting with Plaintiff was to discuss his prior complaints about fraudulent cancellations of loans, as well as unchecked sexual harassment against female co-workers in his workplace.

Mr. McDuff and Mr. Rinaldi stated that they viewed Plaintiff's complaints as devoid of merit and that such complaints were outside Plaintiff's appropriate duties to report to management.

Mr. McDuff and Mr. Rinaldi then terminated Plaintiff's employment with Defendant SoFi.

1 VERIFICATION

2 I, **Robert Ottinger**, am the Attorney for Complainant in the above-entitled complaint.
3 I have read the foregoing complaint and know the contents thereof. The same is
4 true of my own knowledge, except as to those matters which are therein alleged on
information and belief, and as to those matters, I believe it to be true.

5 On August 11, 2017, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Francisco, California**
8 **Robert Ottinger**

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