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8 *Attorneys for Plaintiff, Brandon Charles*

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN FRANCISCO**
11 **UNLIMITED JURISDICTION**

12 BRANDON CHARLES, an individual,

13 Plaintiff,

14 vs.

15 SOCIAL FINANCE, INC., [a Delaware
16 Corporation]; MICHAEL CAGNEY, in his
17 official and individual capacities; and
18 DOES 1–50, inclusive,

19 Defendants.

Case Number: CGC-17-560682

FIRST AMENDED COMPLAINT FOR:

1. RETALIATION IN VIOLATION OF THE CALIFORNIA FEHA (Gov. Code § 12900 *et seq.*);
2. FAILURE TO PREVENT AND REMEDY UNLAWFUL RETALIATION IN VIOLATION OF THE FEHA (Gov. Code § 12940(j)(1) & (k));
3. RETALIATION IN VIOLATION OF CAL. LAB. CODE § 1102.5;
4. DEFAMATION PER SE; and
5. SLANDER PER SE.

JURY TRIAL DEMANDED

20 **FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

21 Plaintiff Brandon Charles (“Plaintiff” or “Mr. Charles”), by and through his attorneys, The Ottinger
22 Firm, P.C., as and for his First Amended Complaint in this action against Social Finance, Inc. (“SoFi” or
23 the “Company”), Michael Cagney (“Cagney”), and Does 1–50, inclusive (the “Doe Defendants”), (SoFi,
24 Cagney and Doe Defendants, collectively (“Defendants”) hereby alleges as follows:

25 **A Toxic Corporate Culture at SoFi**

26 SoFi is not the only Silicon Valley company with a toxic corporate culture. Certain male-
27 dominated start-ups have developed an unchecked arrogance with a laser focus on growth and financial
28

1 success while ignoring workplace regulations.

2 Mr. Charles quickly became aware of the corporate culture fostered at SoFi by CEO Michael
3 Cagney and other executives at SoFi. The culture of male bravado filters down from the leadership team
4 at SoFi headquarters in San Francisco throughout the company, empowering other managers to engage
5 in sexual conduct in the workplace. Not only is sexual harassment permitted, but employees who oppose
6 it, such as Mr. Brandon Charles, are vilified.

7 Mr. Charles became aware that a SoFi manager, Michael Phillips, was openly discussing anal sex
8 with a younger, female subordinate at work. Mr. Charles also learned that this same manager asked
9 another female subordinate to bring him K-Y sex lubricant. Mr. Charles reported this conduct to the
10 head of human resources in San Francisco and other SoFi officials. Rather than being rewarded, Mr.
11 Charles was terminated several weeks later.

12 No woman should be forced to endure sexual harassment from a male superior because he holds
13 her job and financial security in his hands. Mr. Charles saw sexual harassment occurring in his
14 workplace and was fired for reporting it. Thus, Mr. Charles sued SoFi for retaliation and other claims to
15 hold SoFi accountable and prevent others from enduring this illegal and toxic work environment.

16 After Mr. Charles filed this action, Mr. Cagney defamed him during a company-wide meeting
17 insisting that his claims were unfounded and indicating that SoFi would take unspecified action against
18 him.

19 NATURE OF THE CLAIMS

20 1. This is an action seeking declaratory, injunctive, and equitable relief, as well as monetary
21 damages, to redress Defendants' unlawful employment practices against Plaintiff, including Defendants'
22 unlawful interference with, restraint, and denial of Plaintiff's exercise of and/or attempt to exercise his
23 rights under the California Fair Employment and Housing Act, Cal. Gov. Code §§ 12940 *et seq.*
24 ("FEHA"), and California Labor Code § 1102.5 (the "Whistleblower statute").

25 2. Defendants' retaliatory and otherwise unlawful conduct was knowing, malicious, willful,
26 wanton, and/or showed a reckless disregard for Plaintiff, which has caused and continues to cause
27 Plaintiff to suffer substantial economic and non-economic damages and severe mental anguish and
28 emotional distress.

1 **JURISDICTION AND VENUE**

2 3. Jurisdiction is conferred on this Court because Defendants named herein are residents of
3 the State of California and/or conduct business in the State of California. Jurisdiction is conferred on this
4 Court as to all causes of action because they arise under state statutory law.

5 4. Venue is proper in this Court because Defendants reside in this County, or conduct
6 business herein, and maintain records relevant to Plaintiff’s claims herein, and because a substantial part
7 of the events and omissions giving rise to Plaintiff’s claims occurred in this County.

8 **PROCEDURAL REQUIREMENTS**

9 5. 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 Defendant SoFi. The DFEH charges arose out of the same facts alleged
12 herein.

13 6. On or about August 11, 2017, Plaintiff received a “right to sue” letter as to Defendant
14 SoFi from the DFEH.

15 7. On or about August 25, 2017, Plaintiff amended his DFEH charges and received an
16 amended “right to sue” letter as to Defendant SoFi from the DFEH.

17 8. Copies of Plaintiff’s DFEH Charges and Notices of Right to Sue are annexed to this
18 Complaint as “Exhibit A,” and are incorporated by reference herein.

19 9. Any and all other prerequisites to the filing of this suit have been met.

20 **PARTIES**

21 10. Plaintiff is an individual who resided in California for the duration of his employment
22 with Defendant SoFi. Plaintiff was employed by Defendant SoFi as a Senior Operations Manager from
23 March 1, 2017, to June 5, 2017, in Healdsburg, California. At all relevant times, Plaintiff met the
24 definition of an “employee” under all applicable state laws.

25 11. Defendant SoFi is a Delaware Corporation with its principle place of business in San
26 Francisco, California in San Francisco County. SoFi is an online finance company. At all relevant times
27 herein, SoFi is and was an “employer” as defined under the California FEHA, California Labor Code §
28 1102.5, and under all other relevant state laws.

1 worked closely with Cagney and also engaged in inappropriate sexual conduct at work. Plaintiff learned
2 that Mr. Fanlo made sexual comments at the San Francisco office, touched woman inappropriately, and
3 made them feel uncomfortable.

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

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

11 20. Such quarterly bonuses for Operations Managers could fall within a range of \$0 to
12 \$15,000 per quarter, and Operations Managers were engaging in two forms of misconduct to enhance
13 their bonus earnings toward the top of this range.

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

19 22. Plaintiff promptly reported this misconduct by email and in multiple subsequent
20 communications to Senior Director of Operations of Review, Mr. Rick Caudill in Salt Lake City, as well
21 as to Raoul McDuff, a human resources representative in Healdsburg.

22 23. On March 22, 2017, Plaintiff again reported the conduct to Jing Liao, President of Human
23 Resources in San Francisco; Robert Meck, Senior Vice President of Operations in Salt Lake; and Raoul
24 McDuff in Healdsburg about the falsified basis for loan cancelations being committed by Operations
25 Managers.

26 24. On March 23, 2017, William Coplin, Vice President of Human Resources based in Salt
27 Lake, visited the Healdsburg SoFi office to investigate Plaintiff’s complaint. Mr. Coplin then had a
28 meeting with Plaintiff to discuss the details of the complaint.

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

3 26. Plaintiff’s complaint was substantiated and Mr. Caudill was issued a verbal warning about
4 the fraud.

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

7 27. In May, Plaintiff became aware that a Senior Manager of Operations, Michael Phillips,
8 was creating a potentially sexually-hostile work environment for employees.

9 28. Mr. Phillips made clear to Mr. Charles his thoughts regarding female subordinates.

10 29. Mr. Phillips had revealed that he used to “dip his pen in the company ink well.”

11 30. Mr. Phillips also more explicitly indicated to Mr. Charles that he had a sexual interest in a
12 junior female employee.

13 31. Mr. Charles became aware through the following examples that Mr. Phillips was
14 subjecting his female subordinates to sexual harassment. This misconduct included the interjection of
15 explicit sexual innuendo and statements into normal workplace communications, despite the evident
16 discomfort of the affected female employees.

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

20 33. These gestures, like Mr. Phillips’s other sexual overtures regarding his experiences with
21 anal sex, were unwelcome and degrading to the young woman, and were objectively inappropriate and
22 offensive to any reasonable employee in the workplace.

23 34. Plaintiff subsequently learned that Mr. Phillips was subjecting a second female
24 subordinate to similarly lewd and unwelcome sexual commentary: When an employee asked if Mr.
25 Phillips needed anything, Mr. Phillips said the female subordinate should fetch him the K-Y (sex
26 lubricant).

27 35. After that, Plaintiff learned that Mr. Phillips was subjecting a third female subordinate to
28 more lewd and unwelcome sexual commentary, including statements concerning his sexual partners and

1 experiences with anal sex.

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

4 37. On June 5, 2017, the President of Human Resources, Jing Liao in San Francisco, met with
5 Senior VP of Operations, Robert Meck in Salt Lake, and Raoul McDuff in Healdsburg by conference
6 call. During this call, these executives discussed Mr. Charles situation and decided to terminate his
7 employment. The General Counsel of SoFi, Rob Lavett, who was based in San Francisco, was also
8 involved in the decision to terminate Plaintiff. Later that day, McDuff informed Plaintiff that his
9 complaints had been investigated and found to be without merit and that he was being terminated that
10 day.

11 **IV. Defendant Cagney Fosters a Sexually Charged Corporate Culture That Condone**
12 **Unlawful Conduct by SoFi Executives While Deterring Victims and Whistleblowers**
13 **from Speaking Out**

14 38. As set forth above, SoFi declined to take corrective action in response to Mr. Charles’
15 repeated complaints of sexual harassment of multiple female co-workers.

16 39. Instead of acting decisively to correct such misconduct, SoFi instead chose to silence Mr.
17 Charles by terminating his employment without cause, and by declaring that his well-founded reports
18 and complaints were purportedly devoid of merit.

19 40. SoFi’s decision to unlawfully retaliate against Mr. Charles for refusing to remain silent in
20 response to the harassment and degradation of women in his workplace — and the mistreatment of SoFi
21 customers to enhance the profits of greedy executives — is unfortunately, unsurprising.

22 41. To the contrary, SoFi’s tolerance and condonation of the misconduct that Mr. Charles
23 reported — no less than SoFi’s efforts to silence him for speaking out — emanates from a corporate
24 culture that festers at the very highest level of the Company from the San Francisco headquarters.

25 42. This corporate culture fosters an environment where male executives are emboldened to
26 treat female employees as second-class citizens, subjecting them to blatant gender bias and a sexually
27 charged hostile work environment.

28 43. Indeed, a male Senior Vice President at the Company acknowledged to Mr. Charles in

1 April 2017 that the Company had a longstanding and enduring problem with sexual harassment and
2 conduct in the workplace.

3 44. It has also long been well-known by employees throughout the Company that male
4 executives at the highest level of SoFi's corporate structure, particularly at the San Francisco
5 Headquarters, openly engaged in conduct and statements that resulted in female employees being
6 sexually harassed and degraded in relation to their male peers.

7 45. Such conduct by those high-level executives inevitably influenced management's
8 understanding of what behavior was "acceptable" in the workplace – especially in regard to women –
9 and of how to respond to an employee, such as Mr. Charles, who persistently spoke out and sought to
10 trigger an appropriate corrective response to this kind of behavior.

11 46. Because the standard for what is considered appropriate treatment of women at SoFi came
12 from the highest authority at SoFi, Defendant Cagney is responsible for the unchecked sexual
13 harassment that Mr. Charles witnessed on a recurring basis in the workplace, the facilitation and
14 perpetuation of a sexually-charged, hostile work environment at SoFi, and SoFi's unlawful, retaliatory
15 termination of Mr. Charles employment.

16 47. The retaliation and termination to which Mr. Charles was subjected in response to his
17 complaints about unlawful conduct are also consistent with the message espoused by Defendant Cagney,
18 principally from SoFi's San Francisco headquarters where he has been based.

19 48. By way of example only, upon information and belief, Defendant Cagney has responded
20 to the filing of this lawsuit by tarnishing Plaintiff's good name and reputation for integrity in statements
21 that Cagney has delivered openly to large groups of SoFi employees, especially at SoFi's office in San
22 Francisco, a locale in which Plaintiff's employment prospects have been irreparably damaged.

23 49. In addition to further harming Plaintiff, such statements send a message of warning and
24 deterrence to all employees, who are now on notice that any employee who attempts to advance well
25 corroborated complaints about sexual harassment or unlawful conduct within the Company will be
26 summarily terminated and branded as liars to protect the corporate culture that, under Defendant
27 Cagney's full control, is designed to enable executives to engage in unlawful conduct with impunity.

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FIRST CAUSE OF ACTION
(Retaliation in Violation of the California FEHA)
(Against Defendant SoFi and Doe Defendants)

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

51. Plaintiff was and is, at all times relevant hereto, an employee covered by Government Code § 12926(c).

52. Defendant SoFi, at all times relevant hereto, was and is an employer within the meaning of Government Code § 12926(d) and, as such, required by FEHA to take all reasonable steps to prevent discrimination and harassment from occurring and to ensure a workplace free from sexual harassment and retaliation.

53. Additionally, because Defendant Cagney had supervision over Plaintiff and all other employees of SoFi and maintained the management position of Chief Executive Officer of SoFi, Defendant SoFi is strictly liable for Plaintiff's damages.

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

55. Plaintiff made multiple complaints about Defendants' above-mentioned practices.

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

57. Defendants terminated Plaintiff because he opposed Defendants' unlawful practices.

58. As a result of the hostile and offensive work environment and retaliation perpetrated by Defendants, Plaintiff endured harassment and retaliation and suffered humiliation, embarrassment and mental anguish.

59. Defendant SoFi violated FEHA by failing to adequately supervise, control, remedy, discipline or otherwise address the outrageous conduct and unlawful harassment by their employees, including Defendant Cagney.

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1 should have provided training and instruction to them on the laws pertaining to sexual harassment.
2 Defendants failed to take all reasonable steps necessary to prevent or stop sexual harassment from
3 occurring.

4 66. At all times herein mentioned, Government Code section 12940(k) (formerly section
5 12940(i)) was in full force and effect and was binding on Defendants. This subsection requires
6 Defendants to take all reasonable steps necessary to prevent discrimination and harassment from
7 occurring. As alleged above, Defendants violated this subsection by failing to take all reasonable steps
8 necessary to prevent harassment from occurring.

9 67. Plaintiff is informed, believes, and thereupon alleges that Defendants failed to provide
10 adequate training to their owners, supervisors, and managers.

11 68. Defendants have further violated the FEHA, at Government Code §§ 12940(j) and
12 12940(k), by, among other things, failing to take all reasonable steps to prevent harassment from
13 occurring and failing to promptly and effectively investigate and remediate complaints of sexual
14 harassment. Plaintiff complained of sexual harassment to Defendants' management, and management
15 personally observed some of the harassment. To Plaintiff's knowledge, no meaningful or adequate
16 disciplinary action has been taken against the harassing Defendants or others. By engaging in the acts
17 described above, the Defendants failed to prevent, investigate, and remedy the sexual harassment of
18 Plaintiff in violation of the FEHA.

19 69. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or
20 managing-agent employees of Defendants acting in a despicable, oppressive, fraudulent, malicious,
21 deliberate, egregious, and inexcusable manner in order to injure and damage Plaintiff, thereby justifying
22 an award to him of punitive damages in a sum appropriate to punish and make an example of
23 Defendants, and each of them.

24 70. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
25 been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses, including
26 without limitation, loss of salary and benefits and the intangible loss of employment-related
27 opportunities and damage to his professional reputation, all in an amount subject to proof at the time of
28 trial. Plaintiff claims such amounts as damages together with prejudgment interest pursuant to Civil

1 Code § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

2 71. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
3 suffered and continues to suffer anxiety, worry, embarrassment, humiliation, mental anguish, and
4 emotional distress. Plaintiff is informed and believes and thereon alleges that he will continue to
5 experience said emotional suffering for a period in the future he cannot presently ascertain, all in an
6 amount subject to proof at the time of trial.

7 **THIRD CAUSE OF ACTION**
8 **(Retaliation in Violation of California Labor Code § 1102.5)**
9 **(Against All Defendants)**

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

12 73. Defendant SoFi, a corporation, is and was an employer as defined under California Labor
13 Code § 1102.5.

14 74. Defendant Cagney, an individual and the Chief Executive Officer of Defendant SoFi, is
15 and was a person acting on behalf of Defendant SoFi, an employer, as defined under California Labor
16 Code § 1102.5.

17 75. Plaintiff is and was an “employee” as defined under California Labor Code § 1102.5.

18 76. Defendants’ actions against Plaintiff, as alleged above, constitute unlawful retaliation in
19 employment in violation of California Labor Code § 1102.5 because Defendants terminated Plaintiff’s
20 employment on account of Plaintiff’s disclosure of information to persons with authority over him that
21 Plaintiff had reasonable cause to believe a violation of state or federal law or a violation of or
22 noncompliance with a local, state, or federal rule or regulation, and/or because Defendants believed that
23 Plaintiff disclosed or may have disclosed such information to a government or law enforcement agency.

24 77. As a proximate result of Defendants’ retaliatory action against Plaintiff, as alleged above,
25 Plaintiff has been harmed in that Plaintiff has suffered the loss of the salary, benefits, and additional
26 amounts of money Plaintiff would have received if Plaintiff had not been terminated from Defendant.
27 As a result of such retaliation and consequent harm, Plaintiff has suffered such damages in an amount
28 according to proof.

1 disparage Plaintiff Charles' word, abilities, perceived worth as an employee, and employability in
2 general. These statements were outrageous, negligent, reckless, intentional, and maliciously circulated
3 and recirculated by Defendants, and each of them. Plaintiff is informed and believes that the negligent,
4 reckless, and intentional statements by Defendants, and each of them, were and continue to be
5 foreseeably circulated and recirculated by Defendants, their agents, employees, and recipients in the
6 community. Plaintiff hereby seeks damages for these statements and all foreseeable statements or
7 publications discovered up to the time of trial.

8 82. During the above-described time-frame, Defendants, and each of them, conspired to, and
9 in fact, did negligently, recklessly, and intentionally cause excessive and unsolicited dissemination of
10 defamatory statements, of and concerning Plaintiff, to third persons, who had no need or desire to know.
11 Those third person(s) to whom these Defendants disseminated this defamation are believed to include,
12 but are not limited to, other agents and employees of Defendants, and each of them, and the community,
13 all of whom are known to Defendants, and each of them, but unknown at this time to Plaintiff.

14 83. The defamatory statements consisted of oral, knowingly false, and unprivileged
15 communications, intending directly to injure Plaintiff and Plaintiff's personal, business, and professional
16 reputation. These statements included the following false and defamatory statements (in violation of
17 Civil Code §§ 45, 45a and 46(3)(5)) with the meaning and/or substance as follows: that Plaintiff Charles
18 did nothing but complain from the very first day he started at SoFi; that Plaintiff Charles came to SoFi
19 and went on a tirade against the company; that Plaintiff Charles had bogus complaints to which there was
20 no merit. These and other similar false statements expressly and impliedly stated that Plaintiff Charles
21 contrived the issues he brought to the attention of SoFi management and intentionally sought to whine
22 and complain without reason and for the detriment of the company.

23 84. Plaintiff is informed, believes, and fears that these false and defamatory per se statements
24 will continue to be made by Defendants, and each of them, and will be foreseeably recirculated by their
25 recipients, all to the ongoing harm and injury to Plaintiff's business, professional, and personal
26 reputations. Plaintiff also seeks redress in this action for all foreseeable statements, including his own
27 compelled self-publication of these defamatory statements.

1 85. The defamatory meaning of all of the above-described false and defamatory statements,
2 and their reference to Plaintiff, were understood by these above-referenced third person recipients and
3 other members of the community who are known to Defendants, and each of them, but unknown to
4 Plaintiff at this time.

5 86. None of Defendants' defamatory statements against Plaintiff referenced above are true.

6 87. The above defamatory statements were understood as assertions of fact, and not as
7 opinion. Plaintiff is informed and believes this defamation will continue to be negligently, recklessly, and
8 intentionally published and foreseeably republished by Defendants, and each of them, and foreseeably
9 republished by recipients of Defendants' statements, thereby causing additional injury and damages for
10 which Plaintiff seeks redress by this action.

11 88. Each of these false defamatory per se statements (as set forth above) were negligently,
12 recklessly, and intentionally published in a manner equaling malice and abuse of any alleged conditional
13 privilege (which Plaintiff denies existed), since the statements, and each of them, were made with hatred,
14 ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and cruel
15 actions of Defendants, and each of them, to cause further damage to Plaintiff's professional and personal
16 reputation, and to cause him to be turned down and/or fired from future employment, especially in San
17 Francisco, California.

18 89. Each of these statements by Defendants, and each of them, were made with knowledge
19 that no investigation supported the unsubstantiated and obviously false statements. The Defendants
20 published these statements knowing them to be false and unsubstantiated by any reasonable
21 investigation. These acts of publication were known by Defendants, and each of them, to be negligent to
22 such a degree as to be reckless. In fact, not only did Defendants, and each of them, have no reasonable
23 basis to believe these statements, but they also had no belief in the truth of these statements, and in fact
24 knew the statements to be false. Defendants, and each of them, excessively, negligently and recklessly
25 published these statements to individuals with no need to know, and who made no inquiry, and who had
26 a mere general or idle curiosity of this information.

27 90. The above complained-of statements by Defendants, and each of them, were made with
28 hatred and ill will towards Plaintiff and the design and intent to injure Plaintiff, Plaintiff's good name, his

1 reputation, employment, and employability. Defendants, and each of them, published these statements,
2 not with an intent to protect any interest intended to be protected by any privilege but with negligence,
3 recklessness, and/or an intent to injure Plaintiff and destroy his reputation. Therefore, no privilege existed
4 to protect any of the Defendants from liability for any of these aforementioned statements.

5 91. As a proximate result of the publication and republication of these defamatory statements
6 by Defendants, and each of them, Plaintiff has suffered injury to his personal, business, and professional
7 reputation including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish,
8 fear, loss of employment, and employability, and significant economic loss in the form of lost wages and
9 future earnings, all to Plaintiff's economic, emotional, and general damage in an amount according to
10 proof.

11 92. Defendants, and each of them, committed the acts alleged herein recklessly, maliciously,
12 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, for an improper and evil
13 motive amounting to malice (as described above), and which abused and/or prevented the existence of
14 any conditional privilege, which in fact did not exist, and with a reckless and conscious disregard of
15 Plaintiff's rights. All actions of Defendants, and each of them, their agents and employees, herein alleged
16 were known, ratified and approved by the Defendants, and each of them. Plaintiff thus is entitled to
17 recover punitive and exemplary damages from Defendants, and each of them, for these wanton,
18 obnoxious, and despicable acts in an amount based on the wealth and ability to pay according to proof at
19 time of trial.

20 93. Defendant's defamatory statements were a substantial factor in causing Plaintiff harm.

21 94. Plaintiff has been damaged in an amount in excess of the jurisdictional limits of this
22 Court.

23 **FIFTH CAUSE OF ACTION**
24 **Slander Per Se**
25 **(Against Defendants SoFi and Cagney)**

26 95. Plaintiff repeats, realleges, adopts, and incorporates herein each and every allegation
27 contained in each of the preceding paragraphs as though fully set forth herein. Plaintiff is informed and
28 believes Defendants, and each of them, by the herein-described acts, conspired to, and in fact, did
negligently, recklessly, and intentionally cause external statements of slander, of and concerning

1 Plaintiff, to third persons and to the community. These false and slanderous statements included express
2 and implied statements: that Plaintiff Charles did nothing but complain from the very first day he started
3 at SoFi; that Plaintiff Charles came to SoFi and went on a tirade against the company; that Plaintiff
4 Charles had bogus complaints to which there was no merit. These and other similar false statements
5 expressly and impliedly stated that Plaintiff Charles fabricated the issues he brought to the attention of
6 SoFi management and intentionally sought to whine and complain without reason and for the detriment
7 of the company.

8 96. On or around August 17, 2017, Defendant Cagney broadcast a company-wide video
9 presentation to SoFi headquarters in San Francisco that painted Plaintiff Charles as a liar who fabricated
10 claims. This slanderous, company-wide video presentation irreparably damaged Plaintiff Charles'
11 reputation in San Francisco where he has sought and/or may seek employment. In the same video,
12 Defendant Cagney threatened that he would take unspecified action against Plaintiff at a later date. Since
13 Plaintiff Charles first filed the Complaint in this case, Defendant Cagney has used falsehoods to
14 disparage Plaintiff Charles' word, abilities, perceived worth as an employee, and employability in
15 general. These statements were outrageous, negligent, reckless, intentional, and maliciously circulated
16 and recirculated by Defendants, and each of them. Plaintiff is informed and believes that the negligent,
17 reckless, and intentional statements by Defendants, and each of them, were and continue to be,
18 foreseeably circulated and recirculated by Defendants, their agents, employees, and recipients in the
19 community. Plaintiff hereby seeks damages for these statements and all foreseeable statements or
20 publications discovered up to the time of trial.

21 97. During the above-described time-frame, Defendants, and each of them, conspired to, and
22 in fact, did negligently, recklessly, and intentionally cause excessive and unsolicited dissemination of
23 slanderous statements, of and concerning Plaintiff, to third persons, who had no need or desire to know.
24 Those third person(s) to whom these Defendants disseminated this slander are believed to include, but
25 are not limited to, other agents and employees of Defendants, and each of them, and the community, all
26 of whom are known to Defendants, and each of them, but unknown at this time to Plaintiff.

27 98. The slanderous statements consisted of oral, knowingly false, and unprivileged
28 communications, tending directly to injure Plaintiff and Plaintiff's personal, business, and professional

1 reputation. These statements included the following false and slanderous statements (in violation of Civil
2 Code §§ 45, 45a and 46(3)(5)) with the meaning and/or substance: that Plaintiff Charles did nothing but
3 complain from the very first day he started at SoFi; that Plaintiff Charles came to SoFi and went on a
4 tirade against the company; that Plaintiff Charles had bogus complaints to which there was no merit.

5 99. Plaintiff is informed, believes, and fears that these false and slanderous per se statements
6 will continue to be made by Defendants, and each of them, and will be foreseeably recirculated by their
7 recipients, all to the ongoing harm and injury to Plaintiff's business, professional, and personal
8 reputations. Plaintiff also seeks redress in this action for all foreseeable statements, including his own
9 compelled self-publication of these slanderous statements.

10 100. The slanderous meaning of all of the above-described false and slanderous statements and
11 their reference to Plaintiff, were understood by these above-referenced third person recipients and other
12 members of the community who are known to Defendants, and each of them, but unknown to Plaintiff at
13 this time.

14 101. None of Defendants' slanderous statements against Plaintiff referenced above are true.

15 102. The above slanderous statements were understood as assertions of fact, and not as opinion.
16 Plaintiff is informed and believes this slander will continue to be negligently, recklessly, and
17 intentionally published and foreseeably republished by Defendants, and each of them, and foreseeably
18 republished by recipients of Defendants' statements, thereby causing additional injury and damages for
19 which Plaintiff seeks redress by this action.

20 103. Each of these false slanderous per se statements (as set forth above) were negligently,
21 recklessly, and intentionally published in a manner equaling malice and abuse of any alleged conditional
22 privilege (which Plaintiff denies existed), since the statements, and each of them, were made with hatred,
23 ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and cruel
24 actions of Defendants, and each of them, to cause further damage to Plaintiff's professional and personal
25 reputation, and to cause him to be turned down and/or fired from future employment, especially in San
26 Francisco, California.

27 104. Each of these statements by Defendants, and each of them, were made with knowledge
28 that no investigation supported the unsubstantiated and obviously false statements. The Defendants,

1 published these statements knowing them to be false and unsubstantiated by any reasonable
2 investigation. These acts of publication were known by Defendants, and each of them, to be negligent to
3 such a degree as to be reckless. In fact, not only did Defendants, and each of them, have no reasonable
4 basis to believe these statements, but they also had no belief in the truth of these statements, and, in fact,
5 knew the statements to be false. Defendants, and each of them, excessively, negligently, and recklessly
6 published these statements to individuals with no need to know, and who made no inquiry, and who had
7 a mere general or idle curiosity of this information.

8 105. The above complained-of statements by Defendants, and each of them, were made with
9 hatred and ill will towards Plaintiff and the design and intent to injure Plaintiff, Plaintiff's good name, his
10 reputation, employment, and employability. Defendants, and each of them, published these statements,
11 not with an intent to protect any interest intended to be protected by any privilege, but with negligence,
12 recklessness, and/or an intent to injure Plaintiff and destroy his reputation. Therefore, no privilege existed
13 to protect any of the Defendants from liability for any of these aforementioned statements.

14 106. As a proximate result of the publication and republication of these slanderous statements
15 by Defendants, and each of them, Plaintiff has suffered injury to his personal, business, and professional
16 reputation including suffering embarrassment, humiliation, severe emotional distress, shunning, anguish,
17 fear, loss of employment, and employability, and significant economic loss in the form of lost wages and
18 future earnings, all to Plaintiff's economic, emotional, and general damage in an amount according to
19 proof.

20 107. Defendants, and each of them, committed the acts alleged herein recklessly, maliciously,
21 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, for an improper and evil
22 motive amounting to malice (as described above), and which abused and/or prevented the existence of
23 any conditional privilege, which in fact did not exist, and with a reckless and conscious disregard of
24 Plaintiff's rights. All actions of Defendants, and each of them, their agents and employees, herein alleged
25 were known, ratified, and approved by the Defendants, and each of them. Plaintiff thus is entitled to
26 recover punitive and exemplary damages from Defendants, and each of them, for these wanton,
27 obnoxious, and despicable acts in an amount based on the wealth and ability to pay according to proof at
28 time of trial.

1 108. Defendant's slanderous statements were a substantial factor in causing Plaintiff harm.

2 109. Plaintiff has been damaged in an amount in excess of the jurisdictional limits of this
3 Court.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment as follows:

6 A. A declaratory judgment that the actions, conduct, and practices of Defendants
7 complained of herein violated the laws of the State of California;

8 B. An injunction and order permanently restraining Defendants from engaging in such
9 unlawful conduct;

10 C. An award of damages, in a sum in excess of the jurisdictional minimum of the Superior
11 Court, to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary
12 and/or economic harm, including, but not limited to, the loss of past and future income, wages,
13 compensation, and other benefits of employment;

14 D. An award of damages, in a sum in excess of the jurisdictional minimum of the Superior
15 Court, to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary
16 and compensatory harm, including, but not limited to, compensation for his depression, humiliation,
17 embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and
18 suffering, harm to his personal and professional reputations and loss of career fulfillment;

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

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

22 G. An award of costs that Plaintiff has incurring in this action, as well as Plaintiff's
23 reasonable attorneys' fees and costs of prosecuting this action to the fullest extent permitted by law;

24 H. For such other and further relief as the Court deems just and proper.

25 **JURY DEMAND**

26 Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

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Dated: August 31, 2017
San Francisco, CA

Respectfully submitted,



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

Attorneys for Plaintiff



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



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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DIRECTOR KEVIN KISH

Enclosures

cc:

1
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
23 individuals, and without notifying human resources.

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

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

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

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

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

38 In May, Plaintiff became aware that a female employee was being subjected to
39 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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DIRECTOR KEVIN KISH

August 11, 2017

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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

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DIRECTOR KEVIN KISH

Enclosures

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merit and that such complaints were outside Plaintiff's appropriate duties to report to
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Mr. McDuff and Mr. Rinaldi then terminated Plaintiff's employment with Defendant SoFi.

Michael Cagney, SoFis Chief Executive Officer, has created and fostered a culture that
permits sexual harassment, emanating outward from SoFis headquarters in San
Francisco where Cagney has principally worked and where he set the tone for SoFis
corporate culture. Not only is sexual harassment permitted, but employees who oppose
it, such as Mr. Brandon Charles, are vilified. Mr. Charles became aware that a SoFi
manager, Michael Phillips, was openly discussing anal sex with a younger, female
subordinate at work. Mr. Charles also learned that this same manager asked another

female subordinate to bring him K-Y sex lubricant. Mr. Charles reported this conduct to the head of human resources in San Francisco and other SoFi officials. Rather than being rewarded, Mr. Charles was terminated several weeks later. Mr. Charles sued SoFi for retaliation and other claims. Cagney then denounced Mr. Charles allegations to the entire company over video feed, insisting that Mr. Charles claims were unfounded and indicating that SoFi would take unspecified action against him. The manager who openly discussed anal sex still works at SoFi, and Mr. Charles is unemployed. The SoFi organization, through CEO Cagney, stands behind the harasser and points the finger of blame at Mr. Charles who simply reported the conduct. The CEO of SoFi has set the tone. At SoFi harassment is permitted, but reporting it is discouraged.

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
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8 **Robert Ottinger**

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