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 MANDANA SOLEIMANI

FILED
 Superior Court of California
 County of Los Angeles

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David W. Slayton, Executive Officer / Clerk of Court

By: N. Osollo Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MANDANA SOLEIMANI, an individual,

Plaintiff,

v.

AEROVIRONMENT, INC., a corporation,
 KEVIN MCDONNELL, an individual,
 ANIKET MAJUMDER, an individual, and
 DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV21604

PLAINTIFF'S FIRST AMENDED COMPLAINT

- (1) Retaliation in Violation of Labor Code § 1102.5
- (2) Wrongful Termination in Violation of Public Policy
- (3) Harassment – Based on Race, Color, National Origin, Ancestry, Sex, and/or Gender, under Government Code § 12940 (“FEHA”)
- (4) Discrimination – Based on Race, Color, National Origin, Ancestry, Sex, and/or Gender (FEHA)
- (5) Unlawful Retaliation (FEHA)
- (6) Failure to Prevent Discrimination and Retaliation under FEHA
- (7) Intentional Infliction of Emotional Distress
- (8) Breach of Contract
- (9) Violations of the Equal Pay Act and the Fair Play Act (Labor Code § 1197.5)
- (10) Failure to Timely Pay Wages at End of Employment (Waiting Time Penalties) (Labor Code § 203)
- (11) Failure to Comply with Employee Wage Statement Requirements (Labor Code § 226)
- (12) Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code § 227.3)
- (13) Failure to Reimburse Business Expenses (Labor Code §§ 2800, 2802)
- (14) Failure to Timely Pay Wages During Employment (Labor Code §§ 204, 210)

- (15) Failure to Maintain Accurate Employment Records (Labor Code §§ 226, 1198.5)
(16) Violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)
(17) Violation of the Private Attorneys General Act of 2004 (“PAGA”) (Labor Code §§ 2698, *et seq.*)

JURY TRIAL DEMANDED

COMES NOW plaintiff Mandana Soleimani, who alleges and complains, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. This case arises out of the wrongful termination of plaintiff Mandana Soleimani (“Plaintiff” or “Soleimani”) orchestrated by defendants AeroVironment, Inc., (“AV”), AV’s Chief Financial Officer (“CFO”) Kevin McDonnell (“McDonnell”), and AV’s VP of Applications Aniket Majumder (“Majumder”) (collectively, “Defendants,” and each a “Defendant”).

2. The gravamen of this action is Defendants’ decision to fire Soleimani after it became clear to them, over an extended period of time, that they could not silence Soleimani’s efforts to expose their unlawful, unethical, inefficient, and corrupt conduct.

3. Soleimani’s refusal to turn a blind eye to Defendants’ behavior—which runs the gamut from sex and racial discrimination to bid rigging and willful violations of the U.S. Department of State’s International Traffic in Arms Regulations (“ITAR”)—threatened Defendants because AV, as a weapons developer and manufacturer that derives billions of dollars in revenue from contracts with the U.S. Department of Defense, realized that Soleimani’s complaints jeopardized AV’s ability to continue securing those contracts. AV, a publicly traded company with a market capitalization that substantially exceeds \$5 billion, along with Majumder and McDonnell—all of whom were heavily complicit in AV’s wrongdoing and reaped substantial financial rewards from that complicity—eventually realized that Soleimani’s integrity was unimpeachable and decided that firing her might silence her.

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1 4. This lawsuit reflects Soleimani's refusal to be silenced. The facts reflect the
2 extraordinary measures that Defendants were willing to take in order to enrich themselves. Some of
3 these facts beggar belief. To cite one extraordinary example, Defendants, as part of a scheme to
4 silence Soleimani's legitimate concerns regarding the work performed by the same contractor that
5 knowingly violated ITAR, created an entirely new division at AV and promised Plaintiff the sun and
6 the moon if she agreed to head the new division. As soon as Plaintiff accepted the role, all of
7 Defendants' promises evaporated, leaving Plaintiff with almost no money and even less power to
8 effect change at AV despite the division's name: Global Transformation.

9 5. Although there are many reasons that Defendants routinely engaged in outrageous
10 conduct directed at Soleimani, the primary reason for their mistreatment was simple: AV, McDonnell,
11 and Majumder were engaged in bid rigging and other unlawful and corrupt actions and feared that
12 Soleimani, whose integrity is unimpeachable, would expose their wrongdoing.

13 6. The other reasons for Defendants' horrible treatment of Soleimani include her sex and
14 her ethnicity: she is an American born in Iran. AV has a long, well-documented history of treating
15 women far worse than men, and McDonnell—one of AV's highest-ranking executives—sanctioned
16 Majumder's complete disregard of AV policies by, consistent with his stated preferences, allowing
17 him not to post job openings internally or externally so that he could hire men of Indian descent for
18 key roles.

19 7. Because the facts speak for themselves, hyperbole is unnecessary to convey the extent
20 of Defendants' wrongdoing and why Soleimani's integrity and competence posed such a significant
21 threat to them, compelling them to abruptly fire her. . Through this complaint, Soleimani seeks
22 compensation for the ongoing financial, physical, and emotional toll that Defendants' unlawful
23 conduct caused her.

24 **II. PARTIES**

25 8. Plaintiff Mandana Soleimani ("Plaintiff" or "Soleimani") was born in Iran in 1961,
26 immigrating with her family to the United States when she was fourteen. After graduating from
27 Glendale High School at sixteen, she earned her B.A. from Cal State Northridge. From November
28 2004 until AeroVironment, Inc., fired her in July 2024, Soleimani held a series of leadership roles at

1 multiple fortune 500 companies including, Mattel, Inc., (“Mattel”), Warner Bros. Entertainment Inc.,
2 (“Warner Bros.”), CBRE Group, Inc., (“CBRE”), and Live Nation Entertainment, Inc., (“Live
3 Nation”). While working at Warner Music Group, Soleimani obtained her M.B.A. from Pepperdine
4 University as well as her Project Management Professional (“PMP”) certification. Soleimani began
5 working for defendant AeroVironment, Inc., in May 2022 as Director of the Project/Program
6 Management Office (“PMO”) and the company promoted her to a newly created role in a newly
7 created division, Senior Director of Global Transformation, prior to terminating Soleimani’s
8 employment on July 23, 2024.

9 9. Plaintiff is informed and believes that defendant AeroVironment, Inc., (“AV” or the
10 “Company”) is and was a corporation authorized to transact, and transacting, business in the State of
11 California and County of Los Angeles. Plaintiff is informed and believes that AV is publicly owned
12 and trades shares of its common stock on NASDAQ under the symbol “AVAV,” with a market
13 capitalization that substantially exceeds \$5 billion. Plaintiff is informed and believes that AV
14 develops and manufactures a wide array of technologically sophisticated weapons, supplying more
15 small drones to the U.S. military than any other company. AV’s LinkedIn page, available at
16 <http://www.linkedin.com/company/avinc>, states:

17 At AV, we build shoulder-to-shoulder with our customers, delivering systems
18 shaped by real-world missions, not theoretical requirements. Now stronger than
19 ever, we deliver integrated capabilities across every domain of modern warfare—
20 from autonomous systems and loitering munitions to space-based platforms,
21 directed energy, cyber and electronic warfare. We build to win today’s battles and
22 shape tomorrow’s conflicts.

23 Plaintiff is informed and believes that at all times relevant herein, AV employed more than
24 ten (10) employees for each working day during each of twenty (20) or more calendar weeks in each
25 relevant calendar year. On information and belief, AV operates several facilities in California,
26 including in Los Angeles County, and hires California residents as employees within the State of
27 California. Plaintiff is informed and believes that AV generally employs more than ten (10)
28 employees working within California and that its employees work throughout Southern California,
29 including Los Angeles County, and other California counties.

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1 10. Plaintiff is informed and believes that defendant Kevin McDonnell (“McDonnell”) is
2 and was an individual acting on behalf of defendant AV, pursuant to California Labor Code 558.1,
3 and had control over employee payments and wages at AV, including in his role as AV’s Chief
4 Financial Officer. Plaintiff is informed and believes, and thereon alleges that, at all relevant times
5 herein, McDonnell resided and/or transacted business related to his work for AV in Southern
6 California, including Los Angeles County, and/or other California counties, and currently resides in
7 Los Angeles County.

8 11. Plaintiff is informed and believes that defendant Aniket Majumder (“Majumder,” and
9 together with AV, and McDonnell, “Defendants,” and each, a “Defendant”) is and was an individual
10 acting on behalf of defendant AV, pursuant to California Labor Code 558.1, and had control over
11 employee payments and wages at AV, including in his role as AV’s VP, Global Enterprise
12 Applications. Plaintiff is informed and believes, and thereon alleges that, at all relevant times herein,
13 Majumder resided and/or transacted business related to his work for AV in Southern California,
14 including Ventura, Los Angeles County, and/or other California counties.

15 12. The true names and capacities of the defendants named herein as Does 1 through 100,
16 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who
17 therefore sues such defendants by fictitious names pursuant to Code of Civil Procedure Section 474.
18 Plaintiff is informed and believes that all Doe defendants are California residents and/or otherwise
19 subject to the jurisdiction of this Court. Plaintiff will amend this pleading to show such true names
20 and capacities of the Doe defendants when they have been determined.

21 13. Plaintiff is informed and believes that at all times relevant herein, each Defendant
22 designated, including Defendants and the Doe defendants, was the agent, managing agent, principal,
23 owner, partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of
24 one another, and was at all times mentioned herein acting within the course and scope of said agency
25 and employment, and that all acts or omissions alleged herein were duly committed with the
26 ratification, knowledge, permission, encouragement, authorization and consent of the other
27 designated Defendants. Defendants, if not separately noted, are collectively liable under either a joint
28 employer or a single enterprise theory, or, in the alternative, because each Defendant is the alter ego

1 of every other Defendant.

2 **III. JURISDICTION AND VENUE**

3 14. Defendants are, and at all relevant times were, conducting business in the Counties of
4 Ventura and Los Angeles in the State of California and were the employer(s) (or other person(s)
5 acting on behalf of the employer) of Plaintiff consistent with the applicable Wage Orders (the “Wage
6 Orders”) promulgated by the Industrial Welfare Commission (the “IWC”).

7 15. Plaintiff further alleges that Defendants directly or indirectly controlled or affected
8 Plaintiff’s working conditions, wages, working hours, and conditions of employment so as to make
9 Defendants jointly liable under the statutory provisions set forth herein.

10 16. This Court has jurisdiction over this matter under its general powers granted by statute
11 and the California Constitution, Article VI, Section 10, which grants the Superior Courts original
12 jurisdiction in all cases except those given by statute to other courts.

13 17. Plaintiff, during her employment with Defendants, resided in California with an intent
14 to remain there indefinitely. Plaintiff worked for Defendants throughout Southern California,
15 including doing work and overseeing work in Los Angeles and Ventura Counties.

16 18. Defendants are residents of California, have sufficient minimum contacts in
17 California, and/or otherwise intentionally have availed themselves of the California market so as to
18 render the exercise of jurisdiction over Defendants by this Court consistent with traditional notions
19 of fair play and substantial justice.

20 19. Venue is proper in this Court under C.C.P. § 395.5, as most events described herein
21 either occurred in or had a substantial effect on individuals located in Los Angeles County. Venue is
22 also proper because Defendants keep and maintain offices and/or residences in Los Angeles County.

23 **IV. FACTUAL ALLEGATIONS**

24 **A. Soleimani Begins Working For AV**

25 20. Immediately before she began working for AeroVironment, Soleimani held the role
26 of the Head of Marketplace PMO for Live Nation, where she had directed a team of more than 20
27 project managers and redesigned the PMO function to enhance collaboration. Soleimani was excited
28 at the prospect of joining AV, as—based on the job description posted by AV and the interview

1 process—she believed that the Director of PMO position would offer the opportunity to establish the
2 PMO function at AV from the ground up. Regine Lawton (“Lawton”), AV’s Chief Information
3 Officer (“CIO”) and one of its few female executives, interviewed and hired Soleimani in May 2022
4 as Director of PMO, a role in which Soleimani reported directly to Lawton.

5 21. Two significant events occurred around the time that Soleimani began working for
6 AV. First, the Company began transitioning all of its technological infrastructure to Oracle Fusion, a
7 suite of cloud-based applications developed by the Oracle Corporation (“Oracle”) that enable
8 organizations to manage an array of business functions through integrated applications delivered as
9 Software as a Service (“Saas”). AV intended to implement Oracle Fusion in two phases: in Phase I,
10 the Company would transition its existing accounting and financial systems to Oracle Fusion; in
11 Phase II, which would be far more technologically complex than Phase I and transform AV’s daily
12 operations, the Company would implement Oracle Fusion to manage its supply chain and
13 manufacturing processes.

14 22. The importance of properly and efficiently implementing Oracle Fusion cannot be
15 overstated: AV, which was in a rapid growth phase through acquisitions that expanded its business
16 into new technologies and products, needed a more advanced, fully integrated software suite to keep
17 pace with its growth. Oracle Fusion, if implemented correctly, promised to: streamline the Company’s
18 business processes, reduce the need for manual input, adapt quickly to changing market conditions,
19 facilitate better decision-making through the software’s integrated analytics and AI tools, reduce IT
20 infrastructure costs and operational expenses, and provide scalability, which was particularly
21 important because of AV’s growth in terms of headcount, technologies, product lines, and revenues.

22 23. Oracle certifies vendors that have demonstrated their ability to successfully partner
23 with companies in implementing Oracle Fusion. These certified Oracle Fusion vendors include some
24 of the largest, most technologically sophisticated companies in the United States, including Accenture
25 plc (“Accenture”), Cognizant Technology Solutions Corporation (“Cognizant”), Deloitte Touche
26 Tohmatsu Limited (“Deloitte”), International Business Machines Corporation (“IBM”), Infosys
27 Limited (“Infosys”), and PricewaterhouseCoopers (“PwC”), all of which have hundreds of thousands
28 of employees.

1 24. Several of these companies, including Infosys and PwC, expressed interest in
2 contracting with AV for the Oracle Fusion Phase I project (“Phase I”). AV, however, decided not to
3 engage in any type of evaluative or competitive bidding process and instead contracted with Automus
4 Consulting, Inc., (“Automus”), a small technology consulting firm based in Los Angeles County that
5 was founded in March 2022, two months before Soleimani began working for AV. At the time that
6 AV contracted with Automus for Phase I, which occurred around the same time that Soleimani began
7 working for AV, Automus had no more than a few dozen employees, 15-20 of whom would work on
8 Phase I at any given time. AV agreed to pay Automus a substantial sum for its work on Phase I.

9 25. Although Soleimani was not involved in or aware of AV’s decision to hire Automus
10 for Phase I at the time it was made, she subsequently became aware that Oracle’s Cloud Application
11 Sales Manager, Darin Wilson (“Wilson”), who had worked for Oracle since 2003, played a role in
12 Automus securing the Phase I contract with AV. As discussed below, Wilson would also urge AV to
13 hire Automus for Phase II—despite Automus’ disastrous performance during Phase I and the fact that
14 the twelve AV personnel who evaluated the three companies that submitted bids for the Phase II
15 contract ranked Automus last by a huge margin—before leaving Oracle after 20+ years and several
16 promotions to join Automus, accepting a lower-titled position at the much smaller company.

17 26. A second significant event occurred a few weeks after Soleimani began working at
18 AV. McDonnell abruptly fired Lawton and took over the role of CIO for himself. AV’s employees
19 widely regarded McDonnell’s decision as unjustified and sexist, particularly considering that nearly
20 all of AV’s executives were (and still are) men.

21 **B. Soleimani Manages Phase I Due to Automus’ Deficiencies**

22 27. One of the primary reasons that AV hired Soleimani as Director of PMO was to ensure
23 the success of the Oracle Fusion project. Automus CEO David Binkley (“Binkley”) initially
24 appointed Automus CIO Eric Andresen (“Andresen”) to serve as the project manager for Phase I, a
25 role that required collaborating with the 8 or 9 AV employees and managing the work of 15-20
26 Automus employees working on the project. Significantly, Binkley became/was McDonnell’s good
27 friend, which likely explains—at least in part—AV’s initial decision to award the Phase I contract to
28 Automus, as well as McDonnell’s effectively ceding control over the Oracle Fusion project to

1 Binkley, Automus, and Automus' allies, as discussed in detail below.

2 28. During May and June 2022, Soleimani tried working with Andresen to properly
3 structure the Phase I work, but it became increasingly clear to Soleimani and the people who Andresen
4 was supposed to be managing that he did not have the experience, know-how, or leadership ability to
5 effectively manage the project. Accordingly, Soleimani advised Binkley that he needed to select a
6 new project manager, as Andresen's inability to do the job had forced Soleimani to personally manage
7 the project, which would broaden her responsibility from managing the project to also manage
8 resources from a hired company to deliver on time, in quality and on budget, clearly beyond the scope
9 of her job responsibilities. Binkley agreed to replace Andresen, installing Automus Chief Technology
10 Officer ("CTO") Faisal Siddiqui ("Siddiqui") as the new project manager in June 2022.

11 29. Siddiqui did no better than Andresen as Phase I project manager. The Phase I work
12 that he oversaw was poorly executed and Siddiqui openly expressed resentment towards Soleimani
13 when she did what she was hired to do, i.e., suggest better ways to manage the project. It did not take
14 long for Soleimani to realize that all of the Automus personnel working on Phase I, including
15 Siddiqui, did not have sufficient experience or technical knowledge to properly implement Oracle
16 Fusion for defense contracting organizations. Soleimani thus effectively took over as the Phase I
17 project manager in order to minimize improper implementation despite the many other demands on
18 her time as Director of PMO, including people management and the portfolio of projects that PMO
19 oversaw.

20 30. From June 2022 through March 2023—when AV, through Soleimani's diligence in
21 talent identification, finally hired a qualified project manager to oversee the Phase I work—Soleimani
22 managed Phase I to the best of her ability, all the while wondering how AV could have decided to
23 hire Automus, as its personnel seemed incapable of doing the work for which it was hired. Throughout
24 this approximately 10-month period when she managed the Phase I project, Soleimani repeatedly
25 voiced her many concerns about Automus' performance—including that Siddiqui was ineffective,
26 that Automus personnel seemed to have little understanding of the finance business despite Phase I's
27 focus on implementing Oracle Fusion for AV's accounting and financial systems, and that Automus
28 seemed incapable of achieving automation and optimization for accounts receivable and accounts

1 payable, which was a primary Phase I objective—to AV executives McDonnell (the CFO and de
2 facto CIO), AV’s VP of Finance, Sean Woodward (“Woodward”), and AV’s Chief Accounting
3 Officer Brian Shackley (“Shackley”).

4 31. Despite Soleimani repeatedly reporting Automus’ ineptitude to McDonnell,
5 Woodward, Shackley, and other AV personnel, and the fact that Automus’ ineffectiveness was
6 adversely affecting Company employees’ ability to do their jobs—including Accounts Payable
7 Manager Suzanne Fiedler (“Fiedler”), who reported concerns similar to Soleimani’s to Shackley and
8 other executives—the Company took no action to address Automus’ inability to do the work it was
9 contractually obligated to do. At one point, Shackley privately told Soleimani that he agreed with her
10 concerns about Automus, yet Shackley took no action to address the situation.

11 32. In March 2023, through the diligence of Soleimani’s talent acquisition, AV hired
12 Obaid Yousuf (“Yousuf”) as a program manager, a role in which he reported directly to Soleimani.
13 Soleimani entrusted the management of Phase I to Yousuf, who, unlike Andresen, Siddiqui, or anyone
14 else at Automus that Soleimani had met, had all of the qualifications required for the role and proved
15 up to the task from day one. Despite his recognition that the Automus personnel he managed were
16 not particularly capable or competent, Yousuf deployed them effectively by recognizing each
17 individual’s limitations and determining work assignments accordingly. For a brief moment after
18 Yousuf joined AV, Soleimani believed that she could take a step back from Phase I and focus on
19 other AV projects, as she would no longer have to directly manage Phase I. Unfortunately for
20 Soleimani, AV’s next decision affecting Automus and Phase I, which remains incomprehensible to
21 nearly all those affected, would lead to both AV doubling down on its commitment to working with
22 Automus and, eventually, to Soleimani’s firing.

23 **C. AV Hires Majumder to Oversee Automus’ Work at the Behest of Automus’ CEO**

24 33. Shortly after AV hired Yousuf to manage Phase I, McDonnell’s friend and Automus
25 CEO Binkley encouraged McDonnell to hire Aniket Majumder (“Majumder”), Director of IT for The
26 Wonderful Company (“TWC”), for a role at AV that would enable Majumder to supervise Automus’
27 work on Oracle Fusion. Binkley, who knew Majumder from a project that Automus worked on at
28 TWC (or possibly earlier), was directly requesting that McDonnell hire someone that Binkley

1 perceived as Automus' ally to supervise Automus. The conflict of interest could not have been more
2 obvious, and McDonnell could not have failed to perceive the red flags inherent in Binkley's proposal.

3 34. McDonnell's awareness of these red flags is evidenced by the fact that, in hiring
4 Majumder, he entirely ignored AV's standard hiring protocols, which involve both public and internal
5 job postings and several rounds of interviews. Further, although McDonnell hired Majumder to
6 replace Lawton, he decided not to give him Lawton's former title of CIO, as McDonnell was
7 concerned about both the optics and potential legal implications of hiring a man to replace one of the
8 Company's few female executives. Accordingly, McDonnell hired Majumder as AV's VP of
9 Applications, a role that had the same responsibilities that Lawton had as CIO. In this role, Majumder
10 became Soleimani's direct supervisor. Majumder on several occasions told Soleimani and other direct
11 reports that Majumder was promised the role of CIO and that he would fill that role eventually.

12 35. Majumder made an immediate impact on Soleimani and other AV employees, who
13 were stunned by the depth of his ineffectiveness and lack of basic organizational skills, including
14 basic people management and communication skills, as well as his lack of concern regarding
15 Automus' poor performance on Phase I and his rejection of the suggestions made by Soleimani,
16 Yousuf, and others to improve the Oracle Fusion implementation. . . .

17 36. Although AV was (and, on information and belief, still is) his employer, Majumder
18 acted as though his sole obligation was to enrich Automus, whose CEO secured Majumder his job at
19 AV. Two or three weeks after he began working at AV, in April 2023, Majumder presented
20 McDonnell with a change order to increase the amount paid to Automus pursuant to the Phase I
21 contract by more than 50% of the initial contract price. Despite Soleimani and others directly advising
22 McDonnell of Automus' ineffectiveness and the difficulties it was having implementing Phase I,
23 McDonnell signed off on the change order without raising any concerns or asking any questions about
24 why Automus should receive the windfall. One former AV employee who worked on Phase I noted
25 that the change order was not processed pursuant to the Company's stated procedures or any
26 procedure at all: McDonnell simply signed it without asking questions. There does not appear to be
27 a single justification for AV's decision to hire Automus in light of its obvious limitations.

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1 **D. Soleimani Learns of Automus' ITAR Violations and Reports Them to Majumder**

2 37. In April or May 2023, an incident far more troubling than McDonnell's "no questions
3 asked" approval of the Automus change order occurred. During a Phase I project meeting attended
4 by Soleimani, Siddiqui, Automus Founder and Chief Diversity Officer Srini Lakkaraju ("Lakkaraju"),
5 and several others, AV personnel emphasized—as they had several times previously—that Automus
6 needed to ensure that it was fully compliant with the International Traffic in Arms Regulations,
7 codified at 22 C.F.R. § 120-130 ("ITAR").

8 38. ITAR refers to the U.S. Department of State regulations that require, among other
9 things, private companies that develop, manufacture, and/or sell articles, services, technologies, and
10 other items intended for defense or space-related use that appear on the State Department's United
11 States Munitions List (the "USML") to strictly restrict access to USML-related information to "U.S.
12 persons" only. As provided in ITAR, 22 C.F.R. § 120.62:

13 U.S. person means a person who is a lawful permanent resident as defined by 8
14 U.S.C. 1101(a)(20) or who is a protected individual as defined by 8 U.S.C.
15 1324b(a)(3). It also means any corporation, business association, partnership,
16 society, trust, or any other entity, organization, or group that is incorporated to do
business in the United States. It also includes any governmental (Federal, state, or
local) entity. It does not include any foreign person as defined in § 120.63.

17 39. This definition makes clear that AV is a "U.S. person" with respect to ITAR.

18 40. The definition of "foreign person" states, in relevant part, that, a "[f]oreign person
19 means any natural person who is not a lawful permanent resident . . . or who is not a protected
20 individual as defined by 8 U.S.C. 1324b(a)(3)." 22 C.F.R. § 120.63.

21 41. The USML is extremely long and broad: in addition to listing twenty separate
22 categories of items, several of which include the types of drones AV manufactures, it contains a catch-
23 all provision applicable to "articles, technical data, and defense services not otherwise enumerated"
24 in the USML. 22 C.F.R. § 121.1. AV is undeniably in possession of a substantial amount of
25 information relating to items included in the USML and is thus required to comply with ITAR.

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1 42. ITAR has outsized significance here because AV knew that several Automus
2 personnel working on Phase I constitute “foreign persons,” as they are Indian citizens who worked
3 remotely from India on the project.¹ ITAR prohibits AV, as a “U.S. person” in possession of USML-
4 related information, from sharing that information without first receiving express authorization from
5 the State Department. Any failure to comply with ITAR can result in heavy fines and criminal
6 penalties, and the State Department has levied its biggest fines against companies that discovered
7 ITAR violations but either failed to report them or provided misleading information to the State
8 Department in reporting them, as ITAR requires companies to self-report violations. *See* 22 C.F.R. §
9 127.12.

10 43. Well before this April/May 2023 Phase I project meeting, Ghassan Alaka (“Alaka”),
11 AV’s VP, Global IT Operations, and Chief Information Security Officer, flagged the Oracle Fusion
12 project as raising potential ITAR issues. In fact, one of the reasons AV purchased the Government
13 Cloud version of Oracle Fusion is that it is tailored to meet the stringent security, compliance, and
14 regulatory requirements of public sector agencies. This, of course, assumes that it is deployed and set
15 up in accordance with the applicable standards (e.g., FedRAMP High, DoD, ITAR, etc.) Alaka
16 specifically advised Automus personnel, including Siddiqui, that Automus needed to ensure that any
17 offshore work done by Automus’ Indian employees complied with ITAR, telling Automus that these
18 “foreign persons” could not be given any access to ITAR-protected data, i.e., any information related
19 to USML weapons and technology.

20 44. Moreover, every AV employee is required to attend ITAR training immediately upon
21 hiring and once every year thereafter. Majumder, as a recent hire, completed his initial ITAR training
22 shortly before this April/May 2023 meeting where ITAR concerns were discussed.

23 45. A few minutes after this April/May 2023 Phase I project meeting ended, Siddiqui and
24 Lakkaraju had a conversation in Soleimani’s presence where they expressly acknowledged that
25 Automus was providing its Indian employees, i.e., “foreign persons,” with USML-related data despite
26

27 ¹ A “protected person” is either: (A) “a citizen or national of the United States” or (B) “an alien who is lawfully
28 admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence . . . , is
admitted as a refugee . . . , or is granted asylum” with certain exceptions. 8 U.S.C. § 1324(b)(a)(3). There is no question
that Automus’ Indian employees working from India on Oracle Fusion are “foreign persons.”

1 ITAR's express prohibition on doing so and also discussed their intention to continue having
2 Automus' foreign employees work on Phase I without making any changes to ensure ITAR
3 compliance.

4 46. Soleimani was stunned, especially because Siddiqui and Lakkaraju were both
5 smirking during the conversation, suggesting that ITAR compliance was a joke. However, Soleimani
6 quickly gathered her wits and sternly instructed Siddiqui and Lakkaraju that ITAR compliance was
7 not optional, regardless of any project delays it might cause, then turned and walked directly to
8 Majumder's office to report the conversation.

9 47. When Soleimani reported Siddiqui and Lakkaraju's conversation to Majumder
10 moments after it occurred, advising Majumder that he needed to immediately take whatever steps
11 were necessary to ensure ITAR compliance, Majumder responded not by agreeing with Soleimani or
12 asking her to develop a compliance plan, but rather by complaining to Soleimani that Alaka was
13 wasting his and Automus' time worrying about ITAR. Majumder, who had already rejected several
14 of Soleimani's proposals intended to improve both the accuracy and efficiency of Automus' work on
15 Phase I, sent Soleimani away without agreeing to do anything about Automus' ITAR violations. .

16 48. Upon information and belief, nothing was done to address Automus' ITAR violations.
17 And regardless of whether anyone attempted to address, or actually did address, the ITAR compliance
18 issues Soleimani reported, Majumder—and by extension AV—still violated ITAR, as AV never self-
19 reported its ITAR violations, as required by 22 C.F.R. § 127.12.

20 **E. AV Convinces Soleimani to Accept a “Promotion” Through Misrepresentations**

21 49. Majumder did take one action in response to Soleimani's whistleblowing regarding
22 the Phase I ITAR violations: a week or two after Soleimani's report, Majumder, with McDonnell's
23 blessing, created a new role in a new AV division, Senior Director of Global Transformation, and
24 encouraged Soleimani to apply, characterizing the role as a “promotion.” As Soleimani would soon
25 discover, however, the Senior Director of Global Transformation position was not a promotion: it
26 was part and parcel of the scheme Majumder devised to sideline Soleimani so that she would no
27 longer be in a position to oversee Automus' work.

28 ///

1 50. Majumder felt a sense of urgency to convince Soleimani to accept the new role, as he
2 and McConnell were in the process of steering the Oracle Fusion Phase II (“Phase II”) contract to
3 Automus without considering any other companies in direct violation of AV’s policies requiring
4 competitive bidding on contracts and without taking Automus’ abysmal performance on Phase I into
5 account.

6 51. Initially, Soleimani rebuffed Majumder’s suggestion that she apply for the Senior
7 Director role, because Majumder refused to guarantee that this new position would provide Soleimani
8 with sufficient resources and support. Soleimani was especially concerned about her ability to hire
9 an experienced team to get the Global Transformation division up and running so the division could
10 make a Company-wide impact, as its name suggests. But Majumder was insistent, eventually giving
11 Soleimani the guarantees she needed to obtain her agreement to “apply” for the “promotion” to the
12 Senior Director role.

13 52. In addition to Majumder’s and McDonnell’s (mis)representations regarding
14 Defendants’ financial and other support for the Global Transformation division, Soleimani also
15 decided to accept the Senior Director position because she believed that—even if Majumder’s and
16 McDonnell’s promises did not all pan out—at least she would no longer be directly reporting to
17 Majumder, who ignored or dismissed nearly every proposal and concern that Soleimani raised to him.
18 Soleimani believed this because of both the Senior Director title and the fact that the new Global
19 Transformation division would be outside the scope of Majumder’s supervision. But Soleimani was
20 also wrong about this: despite the fact that AV’s own organizational charts do not suggest that the
21 Senior Director of Global Transformation would report to the VP of Applications, Soleimani
22 discovered soon after starting her new role that Majumder was her de facto boss and that he had no
23 intention of letting her implement any of her proposals, let alone engage in “global transformation”
24 of AV’s business practices.

25 53. Majumder’s reasons for pushing Soleimani to accept the Senior Director position
26 became clearer as she began her new job in July 2023. Majumder had already lined up her
27 replacement as Director of PMO, Jagadeesh Gouttumukkala (“Gouttumukkala”), Majumder’s former
28 colleague at TWC. In quick succession in May through July 2023—the same time period during

1 which Majumder repeatedly pressed Soleimani to become AV's Senior Director of Global
2 Transformation—Majumder made three significant hires at AV: Gouttumukkala, Lakshmi Pavuluri
3 ("Pavuluri") as Director of Technology, and Amar Jha ("Jha") as Senior Business Relationship
4 Manager, Sales. Majumder, Gouttumukkala, Pavuluri, and Jha all share two important things in
5 common: (1) they are all men of Indian descent; and (2) they all worked together at TWC.

6 54. None of Majumder's three new hires followed AV's protocols for posting job
7 openings internally and externally. Instead, Majumder, again backed by McDonnell, hired his friends
8 and former colleagues in roles that all involved some amount of oversight over Automus'
9 performance and, most importantly, the process of selecting a contractor for Oracle Fusion Phase II.
10 A female AV employee had expressed that if she had known Soleimani's position was becoming
11 vacant, the employee would have applied for it.

12 **F. AV Rigs the Phase II Bidding Process to Hire Automus Despite Whistleblowing and**
13 **Automus Being—By Far—the Lowest-Rated Bidder**

14 55. As Soleimani settled into her new role as AV's Senior Director of Global
15 Transformation, Majumder—with McDonnell's support—began planning for Automus to work on
16 Oracle Fusion Phase II, which involved transitioning the Company to Oracle's cloud-based
17 applications to manage its manufacturing and supply chain. Phase II required more technological
18 sophistication, would cost substantially more money, and was much more consequential to the
19 Company than Phase I. Any failures in the implementation of Phase II could result in the Company
20 losing huge sums of money due to adverse effects on AV's ability to timely source parts and
21 manufacture products in accordance with its contractual obligations to its customers, including the
22 U.S. Department of Defense.

23 56. While Automus tried to overcome its many shortcomings to finish Phase I—including
24 its inexperience, resistance to suggestions made by Soleimani and others to work smarter and more
25 efficiently, and its lack of comprehension regarding financial and accounting issues—Automus was
26 already looking ahead to Phase II, leaving Soleimani, Yousuf, and other AV key resources with the
27 burden of working extra hours to compensate for their lack of availability and knowledge to deliver
28 timely outcomes. Throughout the summer and into the fall of 2023, Majumder and Automus

1 personnel working on Phase I openly discussed beginning work on Phase II, even though AV had not
2 awarded the contract and it was clear to Company employees that Automus' work on Phase I fell far
3 short of expectations. Despite the fact that automation, i.e., reduced reliance on human input, was a
4 Phase I priority, AV employees found that the Phase I work that Automus claimed to have
5 implemented successfully required substantially more manual input of financial and accounting
6 information than was required prior to Automus' Phase I work. If AV actually prioritized hiring the
7 best contractor for Phase II, it never would have considered hiring Automus, which was in over its
8 head on Phase I, which was far less technically challenging than Phase II would be.

9 57. Automus, now supervised by Gouttumukkala, who reported to Majumder, whose boss
10 was McDonnell, began working on Phase II in about September 2023 despite the absence of a contract
11 or a Company announcement that Automus had been selected for Phase II. The Phase II contract was
12 worth about five times more than Phase I (before Automus' Phase I change order was approved by
13 McDonnell).

14 58. Shortly after Automus began working on Phase II, a whistleblower filed an internal
15 complaint through a website and/or phone number AV set up to enable anonymous whistleblowing
16 about unlawful, unethical, and/or other improper business practices. This anonymous complaint
17 contained three serious allegations of wrongdoing: (1) the Phase I change order that increased the
18 amount paid to Automus by more than 50% should not have been approved, as it did not go through
19 the Company's established process for reviewing change orders but was instead rubber-stamped by
20 McDonnell; (2) Majumder significantly increased AV's costs on Phase I by subcontracting the work
21 of Accelalpha—a software firm with which the Company had directly contracted for ~15 years—to
22 Automus who charged the Company approximately twice the amount of Accelalpha's invoices for
23 the same work in order to generate excessive, unwarranted profits for Automus; and (3) McDonnell's
24 hiring of Majumder at the suggestion of Binkley, the Automus CEO, to directly supervise Automus'
25 work was improper and represented a clear conflict of interest.

26 59. In response to the whistleblower complaint, Automus was instructed (it is not clear by
27 whom) to immediately cease all Phase II work. AV's Chief Legal and Compliance Officer Melissa
28 Brown ("Brown") purported to investigate the anonymous allegations. Brown's investigation, to the

1 extent it actually occurred, was not thorough: she did not interview several people who had first-hand
2 knowledge relevant to the allegations, including Soleimani and Yousuf, who was the project manager
3 for both the Phase I and Phase II projects. Both Soleimani and Yousuf could have corroborated the
4 two allegations relating to the change order and Automus' inflation of invoices by making Accelalpha
5 a subcontract to Automus—these allegations were probably true. No corroboration for the third
6 allegation, regarding AV's decision, at the behest of Automus' CEO, to hire Majumder to supervise
7 Automus, was necessary, as the conflict of interest was apparent to anyone who was familiar with the
8 circumstances of Majumder's hiring.

9 60. The only apparent consequence of the whistleblower complaint and Brown's
10 investigation was AV's decision to engage in a formal evaluation process before hiring a Phase II
11 contractor. Throughout October and November 2023, Soleimani, Gouttumukkala, Pavuluri,
12 Woodward, VP of Fulfillment Colin Walker ("Walker"), Chief Administrative Officer Mark
13 McNeely ("McNeely"), Global VP of Operations Kirk Petty ("Petty"), and five other AeroVironment
14 personnel evaluated the three bids submitted by Automus, InfoSys, and PwC for the Phase II contract.

15 61. In addition to reviewing the written proposals each bidder submitted, the twelve-
16 person evaluation committee extensively interviewed key personnel from the three companies before
17 independently filling out scorecards. These scorecards contain thirty-four categories, each falling
18 within one of five criteria: Solution Fit, Methodology, Governance & Project Team, Vendor Profile,
19 and Vendor Capabilities. The twelve evaluators were required to rate each bidder on a scale of 1
20 ("does not meet criteria") to 5 ("greatly exceeds criteria") in all thirty-four categories, which were
21 weighted depending on their importance. The individual scorecards were then averaged to arrive at a
22 total score for each bidder.

23 62. InfoSys, with the highest score, easily prevailed, with PwC in second, and Automus
24 receiving the lowest score, not only finishing last place overall, but also receiving the lowest scores
25 in each of the five criteria—InfoSys received the highest scores in each.

26 63. After reviewing the initial scorecards, Majumder instructed Soleimani and the other
27 evaluators he supervised to revise their scorecards by increasing Automus' scores and lowering
28 InfoSys' and PwC's. Majumder also supervised an effort that was, on information and belief, carried

1 out by Gouttumukkala, to have InfoSys expand the scope of its Phase II proposal beyond what was
2 actually required in order to substantially increase the price of its bid and thus lower its score.
3 Majumder's actions—which can only be described as bid rigging—did slightly raise Automus' score
4 and decrease InfoSys' score but had no effect on the outcome: InfoSys remained firmly in first place,
5 with Automus still a distant third.

6 64. Soleimani reasonably believed, in light of the whistleblower complaint and
7 establishment of a formal evaluation process, that InfoSys, the highest scoring bidder, would be
8 selected for the Phase II contract, especially because four of the twelve evaluators (Woodward,
9 Walker, McNeely, and Petty) were AV executives. Instead, AV awarded the Phase II contract to
10 Automus.

11 65. McDonnell decided to throw out the scorecards entirely after the results were tallied
12 at Majumder's behest. . In January 2024, Majumder sent an email to the AV personnel working with
13 Automus on Phase I stating that: (1) McDonnell had given Majumder complete authority to award
14 the Phase II contract; and (2) Majumder would use this authority to give the contract to Automus.

15 66. Despite AV's decision to halt Automus' initial Phase II work based on the
16 whistleblower complaint, which specifically complained about the impropriety of McDonnell giving
17 Majumder oversight of Automus, AV nonetheless permitted McDonnell to cede his authority to
18 award the Phase II contract directly to Majumder. Unsurprisingly, Majumder selected Automus,
19 providing no rationale for his decision: AV simply let Majumder hire the same contractor that had
20 secured his employment.

21 67. When AV employees learned of the decision to hire Automus Phase II, they were
22 stunned. The shock that Automus got the Phase II project was widespread.

23 68. Significantly, in October 2023—while the evaluation process was ongoing—
24 McDonnell and Majumder announced that Automus' work on Phase I was complete. This
25 announcement was not tied to any particular objective being achieved, as Company employees found
26 the new software onerous to work with, complaining it took more time to input information than
27 before the work began despite Phase I's stated goal of automating more accounting and finance-
28 related tasks. AV personnel who either worked with Automus on Phase I or used the new Oracle

1 Fusion software that Automus installed (or attempted to install) felt that Automus had accomplished
2 little to nothing, so the announcement that Phase I was complete was puzzling. Further, Automus had
3 gone way over budget, costing AV much more than it allocated for Phase I even if the controversial,
4 “no questions asked” change order is not taken into account. Automus’ Phase I work was widely
5 considered a disaster, rendering the decision to award Automus the Phase II contract all the more
6 inexplicable.

7 69. Wilson, Oracle’s Cloud Application Sales Manager, influenced AV’s decision to
8 award Phase II contract to Automus and tried to tip the scales in Automus’ favor. . . Automus showed
9 its “appreciation” for Wilson’s advocacy by hiring him in September 2024 as a Sales Director.

10 70. Wilson’s decision, made shortly after Defendants awarded the Phase II contract to
11 Automus, to resign from Oracle, where he had worked for more than 20 years and been promoted
12 several times, in order to accept a lower-titled position at a far smaller company, only makes sense if
13 there was corruption involved in Defendants’ decision-making, as discussed further below.

14 **G. Majumder, With the Blessing of AV’s Executives, Stifles Soleimani’s Efforts to**
15 **Effectively Carry Out Her New Role and Sets Out to Get Her Fired**

16 71. If Soleimani had remained in the Director of PMO role at the time AV was selecting
17 a Phase II contractor, she likely could have prevented AV from handing the contract to Automus: this
18 explains why Majumder pushed so hard for her to accept the Senior Director of Global
19 Transformation position, which required Defendants to create an entirely new division at AV.

20 72. Still, Soleimani was eager to begin establishing the Global Transformation division so
21 she could broadly influence the Company by proposing and overseeing the implementation of
22 innovative practices that would improve efficiency and benefit AV financially. Majumder acted
23 quickly and decisively to thwart Soleimani’s ambitions.

24 73. Once Soleimani began working in her new position in July 2023, Majumder reneged
25 on all of the promises he made to convince Soleimani to accept the job, providing her with the bare
26 minimum in funding. But Soleimani remained resolute despite her limited resources. Because
27 Soleimani wrote her own job description (and thus, effectively, the three-person division’s mission
28 statement), she spent several weeks working on a presentation that would explain how the Global

1 Transformation division could provide tangible benefits to each AV division by implementing
2 methodologies that would enable employees to work smarter and faster.

3 74. Upon completing her detailed, 18-page presentation explaining how AV divisions
4 could transform their operations through job-reengineering, process optimization, and the use of new
5 technologies, Soleimani prepared to meet one-on-one with the leader of each division to discuss how
6 best to implement her transformation proposals. Majumder shut these meetings down before they
7 ever occurred.

8 75. Majumder's right to exercise supervisory authority over Soleimani in her Senior
9 Director role was never explicit, but apparent all the same. His title, VP of Applications, did not
10 suggest that he outranked her, yet McConnell, one of AV's highest-ranking executives, had all but
11 ceded control over substantial portions of the Company's operations to Majumder despite his title,
12 lack of qualifications and experience, and relatively recent hiring. The general feeling at AV was that
13 opposing Majumder could only harm an employee's career, as Majumder rejected nearly every
14 proposal presented to him and he was permitted to do nearly anything he wanted regardless of the
15 impact on AV's bottom line. Majumder's seeming immunity from both AV's policies and the
16 consequences of his own poor decisions is evidenced by many examples, including McDonnell's
17 rubberstamping the Phase I change order, Majumder's hiring of his friends and former colleagues
18 while ignoring AV job posting requirements, as well as the fact that he insulated Automus from the
19 ordinary consequences of its terrible Phase I work, which logically should have led to AV terminating
20 the contract for cause.

21 76. Even though AV employees were overwhelmingly unhappy with Automus' work,
22 which adversely affected their ability to do their jobs, Majumder and Automus suffered no apparent
23 repercussions. To the contrary, Majumder's influence only continued to grow, culminating in
24 McDonnell effectively abandoning his responsibilities as CFO in granting Majumder the authority to
25 hire Automus for Phase II.

26 77. Upon learning of Soleimani's plan to meet with AV's leaders to discuss how the
27 Global Transformation division could help them, Majumder told Soleimani that the meetings could
28 not go forward and that she needed to move more slowly. Soleimani finally understood what she

1 previously did not want to believe: Majumder wanted to push Soleimani out of the Company either
2 by preventing her from doing any meaningful work, which might lead her to resign, or by
3 orchestrating her termination. When Soleimani—consistent with her job description—interfered with
4 Majumder’s dominion over Automus, Majumder realized that he had failed to completely neutralize
5 the potential threat that Soleimani would expose Automus’ inefficient, unethical, and unlawful
6 business practices, compelling Majumder to seek her termination.

7 78. The tipping point for Majumder likely occurred after Soleimani reviewed the work
8 that Automus was doing as part of Phase II and realized that its methodology was flawed, causing
9 both cost overruns and delays. Soleimani, emailed Automus personnel, Majumder, and others
10 working on Phase II, telling them that the implementation was not going well and that Automus
11 needed to abandon its “lift and shift” method—a term referring to an outdated, simplistic way of
12 implementation. Majumder, as he had done since his hiring, treated any criticism of Automus as a
13 personal attack, and appeared unable to receive criticism constructively.

14 79. Even though Soleimani’s proposal was superior to the way Automus was going about
15 the implementation in the eyes of those personnel who actually understood a Build to Order
16 methodology of implementation and the merits of Soleimani’s ideas, Majumder immediately rejected
17 Soleimani’s proposal and sent her a follow-up email instructing her that to cease any further process
18 mapping for Automus, as Automus was doing the mapping itself. In other words, Majumder told
19 Soleimani not to interfere in any way with Automus’ work despite its obvious deficiencies.

20 80. Besides Majumder’s desire to silence any criticism of Automus’ work, his continuous
21 efforts to prevent Soleimani from playing any oversight role concerning Oracle Fusion had a more
22 sinister motivation: Majumder knew that the Automus Phase II contract contained a built-in slush
23 fund that he and Automus could dispense to whomever they wanted because it was completely
24 untethered to any project-related work.

25 **H. Majumder Covers Up the “Slush Fund” Contained in the Automus Contract**

26 81. At some point in early 2024, Members of PMO were reviewing the Phase II contract
27 and noticed a provision requiring Automus to have 15 of its personnel provide 44 hours of on-site
28 consulting each week at a rate of \$250 per hour, obligating AV to pay a total of \$165,000 each week.

1 This provision was a shocking discovery: each of these 15 Automus employees had only provided 40
2 hours of on-site consulting each week since Automus officially contracted with AV for Phase II,
3 meaning AV had been, and still was, overpaying Automus \$15,000 every single week. (4 hours x 15
4 personnel x \$250 per hour = \$15,000 per week).

5 82. This finding was reported to Gouttumukkala—despite being one of Majumder’s hires
6 from TWC, he openly discussed Automus’ ineffectiveness and shared his belief that it lacked the
7 capability to complete Phase II—who scheduled a meeting with Majumder to discuss the
8 overpayment provision. Gouttumukkala, who expected that Majumder would agree that these
9 payments needed to stop, was dead wrong. Majumder responded to Gouttumukkala’s concerns with
10 a nonsensical explanation that was transparently an attempt to cover up wrongdoing that Majumder
11 had approved. Specifically, Majumder contended that the overpayment provision was not a problem,
12 attempting to convince Gouttumukkala that, because the project was based on a 40-hour workweek,
13 it was a fixed bid project. But—as Majumder and Gouttumukkala (and Soleimani and everyone else
14 with knowledge of the Phase II contract) knew—it was not.

15 83. The Phase II project cost was based on budget estimates, and Automus was only
16 paid—or was only supposed to get paid—for work it actually performed. This \$15,000 in extra money
17 each week was nothing more than a slush fund that Automus (likely with Majumder’s input) could
18 spend however it wanted. It is unclear whether these weekly \$15,000 payments ever stopped:
19 Majumder certainly did nothing to stop them. If the payments never stopped, they would now total
20 more than \$2 million, as Automus is well behind schedule and, on information and belief, has not
21 completed its Phase II work.

22 84. In light of Majumder’s reaction to Gouttumukkala’s raising his concerns about the
23 overpayments to Automus, it is worth reiterating that Majumder’s employer was AV, not Automus.
24 Despite this fact, Majumder’s conduct at AV seemed to have only one objective: he sought to enrich
25 Automus by any means necessary. Ordinarily, one would expect that an employee who discovered
26 that his employer was being cheated out of \$15,000 every week would immediately report the issue
27 and facilitate its resolution, both because it is the right thing to do and it stands to benefit the employee
28 in his superiors’ eyes. Majumder, who somehow remains employed by AV, must have his hands

1 incredibly deep in Automus' pocket, considering he did the exact opposite of the expected: Majumder
2 told Gouttumukkala not to say anything further about the payments and took no action to stop
3 Automus' misappropriation of AV's money.

4 85. To say that Majumder's conduct suggests that he was involved in wrongdoing would
5 be understatement: Majumder actively worked for Automus' benefit to AV's detriment. Worse still,
6 and as discussed further below, the only reasonable conclusion that can be drawn from AV's enabling
7 of Majumder's conduct despite red flag after red flag—including Majumder dismissing Soleimani's
8 concerns about ITAR violations and the whistleblower complaint that specifically drew attention to
9 the impropriety of having Majumder supervise Automus at the behest of AV's CFO, McDonnell—is
10 that AV executives actively participated in corruption involving Oracle Fusion, Majumder, and
11 Automus.

12 **I. Soleimani Regularly Reports Unlawful, Unethical, Inefficient, and/or Corrupt**
13 **Business Practices to AV Executives, Who Take No Action**

14 86. Beginning around the time of the anonymous whistleblower complaint in October
15 2023, Soleimani began raising serious concerns regarding Automus' capability and performance to
16 Majumder and AV executives Woodward and Shackley. In addition to regularly advising Majumder
17 of ways that Automus could work more efficiently and effectively—Majumder rejected all of
18 Soleimani's proposals out of hand—Soleimani held several meetings with Woodward to discuss
19 Automus' failure to deliver what the Phase I contract required, providing a detailed accounting of
20 Automus' inability to fulfill its contractual obligations due to its lack of basic competencies and
21 resistance to any suggestions that might help it succeed.

22 87. During the Phase II bidding process, Soleimani worked closely with Walker, who
23 would serve as a key business leader for the Phase II work, explaining Automus' Phase I failures and
24 advising him regarding the qualifications and capabilities AV should look for in selecting a Phase II
25 contractor. Walker, as noted above, could not explain how the Company justified its award of the
26 Phase II contract to Automus after both observing its performance on Phase I and learning that
27 Automus was the lowest-rated bidder by a significant margin. Once Automus began its Phase II work,
28 Soleimani was the lone voice expressing the undeniable truth: Automus did not have the capabilities

1 to properly implement Phase II. Soleimani found herself on an island, repeatedly reporting to
2 Woodward and Walker that Automus was not doing things correctly and refused to change its
3 approach despite Soleimani advising Majumder and Automus over and over about better ways to
4 work, all to no avail.

5 88. The primary reason that only Soleimani was willing to escalate these issues, which
6 were obvious to many of the AV personnel working with Automus on Phase II, was simple:
7 McDonnell backed Majumder's decisions, no matter how incomprehensible they might be.
8 McDonnell, whose responsibilities as CFO included oversight over contractor hiring, entirely ceded
9 his authority over Automus and Phase II to Majumder, allowing Majumder to contract with Automus
10 despite McDonnell's knowledge that there was widespread discontent with Automus' work on Phase
11 I and that Automus received the lowest score in the two-month bidder evaluation process. It beggars
12 belief that McDonnell's decision to let Majumder hire Automus failed to raise red flags with AV
13 executives after the whistleblower specifically complained about the conflict of interest inherent in
14 Majumder overseeing Automus' work. McDonnell's reasons for ignoring these red flags are difficult
15 to understand unless certain executives were receiving improper kickbacks or other benefits, possibly
16 from the \$15,000 weekly slush fund built into the Phase II contract: this is discussed further below.

17 89. Soleimani repeatedly reported the improprieties and inefficiencies she observed
18 because her moral compass compelled her to. Even though Soleimani knew that reporting her
19 concerns would likely only serve to inflame Majumder, whose internal influence grew daily despite
20 widespread complaints about the quality of Automus' Phase I work, Soleimani refused to remain
21 silent because of the depth of her concerns regarding Majumder and Automus: she knew that Automus
22 knowingly committed ITAR violations (and likely still was committing them) and that the Phase II
23 implementation was hurtling towards disaster. The immediate consequence of Soleimani's
24 whistleblowing came from Majumder: whereas he previously had tried to sideline her with some
25 degree of subtlety (as best evidence by convincing her to change jobs), Majumder began pointedly
26 ignoring Soleimani and often excluded her from meetings that he knew she needed to attend to stay
27 apprised of proposals and developments, forcing her to attempt to learn second-hand what transpired,
28 which was humiliating, as Soleimani continuously faced questions regarding her exclusion from

1 meetings that her job responsibilities compelled her to attend.

2 **J. AV Routinely Discriminates Against Employees Due to Protected Characteristics**

3 90. Several of AV's other female employees can readily recall myriad instances where
4 they were personally subject to mistreatment because of their sex or observed other women's
5 mistreatment by the Company's higher-ranked and executive personnel, nearly all of whom were,
6 and are, male.

7 91. Although the sentiment that Majumder favors hiring men and hearing their opinions
8 is widespread, by no means is he the lone offender. Many female employees have observed and/or
9 experienced mistreatment by other supervisors and managerial employees. This misconduct ran the
10 gamut from observations of unwelcome sexual conduct to more subtle forms of harassment such as
11 micromanagement and nitpicking towards female employees, but not male employees. . .

12 92. AV employees observed this phenomenon, explaining that, generally speaking, when
13 men made proposals at internal meetings, their male superiors would respectfully consider them,
14 regardless of their merits; however, if similar proposals were offered by women, their male superiors
15 would either express skepticism by asking questions intended to challenge the wisdom of the
16 proposals or dismiss the proposals entirely.

17 93. Soleimani, whose proposals were often dismissed by her male superiors at AV, was
18 thus far from alone in enduring this kind of sex discrimination at AV. But the Company's
19 mistreatment of women was often far worse. As Soleimani and many women who worked with her
20 observed, AV was quick to fire women—often in violation of its own policies governing the
21 termination process—while men who were widely perceived as underperforming kept their jobs.
22 Soleimani's decision to work for AV was to some degree tied to both the fact that Lawton was the
23 CIO, suggesting the Company gave women opportunities to advance to the executive ranks, and
24 Soleimani's desire to work with Lawton specifically. But McDonnell fired Lawton abruptly, despite
25 no known reports that she was not ably performing her job. As noted earlier, McDonnell did not give
26 Majumder the CIO title, even though his responsibilities were the same as Lawton's, because
27 McDonnell knew that AV had serious issues regarding its preferential treatment of men and felt that
28 firing a woman and hiring a man to replace her would make that discrimination far too obvious.

1 94. AV also has a track record of terminating the employment of female employees right
2 after they return from FMLA leave.

3 95. In addition to AV's general treatment of women as "less than," Soleimani, who is
4 Iranian-American, and several other non-Indian/Indian-American female employees also experienced
5 discrimination due to Majumder's strong preference for hiring men who were (like him) Indian or
6 Indian-American. Majumder hired Gouttumukkala, Pavuluri, and Jha in quick succession, and made
7 no secret of his favoritism. After several employees complained about Majumder's hiring practices,
8 because he both took sex and ethnicity into account and completely ignored Company procedures
9 requiring that job openings be posted so anyone could apply, McDonnell discussed these complaints
10 with Majumder. Majumder—who seemed to relish recounting this exchange with McDonnell to other
11 AV personnel—rhetorically asked: "Do you want white people or competent people?"

12 96. Although Majumder primarily wanted Soleimani fired due to his fear that she would
13 expose the unlawful, unethical, inefficient, and corrupt conduct that Defendants and Automus were
14 engaged in, it is impossible to extricate Majumder's strong preference to work alongside other men
15 of Indian descent from the other reasons he directed so much animosity towards Soleimani. There is
16 no question that Majumder and, by extension McDonnell and everyone else at AV who sanctioned
17 Majumder's conduct, treated non-Indian women like Soleimani substantially worse than Indian men.

18 **K. Soleimani Makes a Formal Complaint to AV's General Counsel**

19 97. As Majumder's isolation and mistreatment of Soleimani escalated, she felt that the
20 only way she might avoid being fired was to file a formal complaint with AV based on her reasonable
21 (and accurate) understanding that it would be unlawful for the Company to fire her in retaliation for
22 a formal complaint that contained truthful allegations regarding the misconduct she both endured and
23 observed.

24 98. Accordingly, on June 20, 2024, Soleimani sent Brown, AV's Chief Legal and
25 Compliance Officer, an email from her personal email account to formally report: : (a) whistleblower
26 retaliation; (b) potential discrimination based on age, race, and gender, including unfair hiring and
27 pay practices; (c) a toxic, hostile work environment; (d) vendor misconduct and procurement fraud;
28 (e) repeated attempts to sideline her from meaningful work (the "June 2024 Email").

1 **L. An AV In-House Attorney Conducts a Sham Investigation into Soleimani's**
2 **Allegations as Majumder Retaliates Against Her**

3 99. Brown acknowledged receipt and delegated the investigation to in-house counsel
4 Larry Yang ("Yang"), who proceeded to conduct an inadequate investigation because, among other
5 things: (a) Yang failed to interview key witnesses; (b) Yang, counsel for AV, was not an independent
6 third party; and (c) Yang's investigation was not appropriately nuanced to account for discrimination,
7 harassment, and retaliation by sophisticated actors. This superficial response ignored clear signs of
8 retaliation and reinforced that Soleimani's removal was premeditated.

9 **M. AV Terminates Soleimani's Employment in Retaliation for Having Filed a**
10 **Complaint a Mere 33 Days Later**

11 100. Almost immediately after Yang met with Soleimani on July 12, 2024, Janice Stack
12 ("Stack"), the part-time consultant AV hired to run its HR department, told Soleimani that she agreed
13 that Majumder's behavior was inappropriate but there was nothing she could do about it. Slack had
14 direct familiarity with Majumder's misconduct and had previously placed Majumder in a coaching
15 due to his mistreatment of a former female employee who had expressed mistreatment by Aniket. .

16 101. On information and belief, McDonnell and Majumder were involved in the decision
17 to fire Soleimani.

18 102. On July 23, 2024, 33 days after Soleimani filed her formal complaint, Stack called
19 Soleimani and stated that AV was terminating her employment effective immediately.

20 **N. The Evidence of AV's Corruption and That Soleimani Was Fired in Retaliation for**
21 **Exposing and/or Attempting to Expose It Is Overwhelming**

22 103. The facts alleged herein tell only part of the story, involving a lot of people and a lot
23 of money, all of which played some part in AV's decision to fire Soleimani. Although Soleimani
24 knows a great deal regarding what transpired, there is a fundamental mystery that lies at the heart of
25 nearly everything that transpired during Soleimani's tenure at AV: *Why would AV, a major*
26 *Department of Defense Contractor with nearly 4,000 employees and more than half a billion*
27 *dollars in annual revenue, cede so much autonomy and authority to Automus, which was a newly*
28 *formed, very small technology contractor it hired to work on Phase I?*

1 104. AV’s initial decision to hire Automus, as puzzling as it was at the time, seems almost
2 rational when compared to AV’s subsequent agreement to hire Majumder at the recommendation of
3 Automus’ CEO and then permit Majumder to exercise absolute authority over Automus, the
4 contracting process for Phase II, and the hiring and firing of employees.

5 105. Meanwhile, Phase II—the project for which Defendants engaged in extraordinarily
6 transparent favoritism towards Automus in order to award it the contract—was scheduled to “go live”
7 on May 1, 2025, but has been postponed to some undetermined future date: current AV employees
8 are generally aware that Phase II has been a disaster, with huge cost overruns, no tangible benefits,
9 and repeated extensions of the “go live” date.

10 106. Considering all of the known facts, only one conclusion can coherently explain
11 Defendants’ otherwise incomprehensible actions: AV executives, Majumder, Oracle, and Automus
12 were engaged in a corrupt kickback scheme.

13 **O. AV Also Engaged in Improper and Illegal Pay Practices that Violate Multiple**
14 **Sections of the California Labor Code**

15 107. In addition to the issues noted above, throughout the relevant time period, Defendants
16 have failed to maintain California compliant policies and procedures related to the claims asserted by
17 Soleimani. This is readily apparent when evaluating Defendants’ offer letters, employment
18 agreements, employee handbook, pay stubs, and related documents.

19 108. During her tenure, Plaintiff was tasked with high-level strategic responsibilities,
20 including enterprise software implementation, vendor oversight, and internal process modernization
21 across multiple AV divisions. Plaintiff’s job duties required significant responsibility, initiative,
22 judgment, and accountability, and she consistently performed her role at a high level.

23 109. Despite these contributions, Plaintiff was paid substantially less than male and/or
24 Indian employees performing substantially similar work under similar conditions, including but not
25 limited to Majumder, Jagadeesh Gouttumukkala, and Srini Lakkaraju. Plaintiff is informed and
26 believes, and based thereon alleges, that she was paid thousands of dollars less per year than these
27 male and/or Indian comparators, notwithstanding equal or greater responsibilities, education, and
28 experience.

1 110. The disparity in pay was not based on a bona fide factor such as seniority, merit,
2 quantity, or quality of production. Instead, it reflected systemic gender-based and/or race-based
3 discrimination within AV's executive leadership, particularly in the DBT division under Majumder's
4 supervision. AV regularly hired and elevated male and/or Indian employees from Majumder's former
5 employer, The Wonderful Company, to leadership positions without a competitive process, and paid
6 them more favorably than similarly situated female and/or non-Indian employees.

7 111. Plaintiff was never offered a clear explanation for her pay disparity. Despite raising
8 compensation concerns and seeking internal resolution, her pay was never adjusted to align with
9 similarly situated male and/or Indian colleagues.

10 112. Plaintiff was also routinely denied or delayed access to wages and bonuses she earned
11 during her employment. On multiple occasions, AV failed to timely pay discretionary and/or non-
12 discretionary bonuses and leadership incentive compensation despite acknowledging Plaintiff's
13 eligibility and performance. These payments were either postponed, partially paid, or denied without
14 justification, in violation of Labor Code § 210.

15 113. On or about July 23, 2024, Plaintiff was abruptly terminated—only 33 days after she
16 filed a formal complaint regarding procurement misconduct, ITAR violations, and discriminatory
17 treatment including pay disparities. Despite her termination being effective immediately, Defendants
18 failed to pay her final wages at the time of termination, including accrued PTO, unpaid bonuses, and
19 deferred compensation to which she was entitled.

20 114. Defendants' failure to pay Plaintiff all wages due at the time of her separation violated
21 California Labor Code §§ 201 and 203. As of the filing of this Complaint, Plaintiff has still not
22 received full payment of final wages owed.

23 115. In addition, Defendants failed to provide Plaintiff with accurate and complete itemized
24 wage statements as required by California Labor Code § 226. As a result of Defendants' failure to
25 comply with California's Equal Pay Act, Plaintiff's wage statements routinely failed to accurately
26 reflect compensation, paid time off balances, and earned but unpaid compensation, depriving her of
27 the ability to verify the correctness of her pay.

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1 116. Defendants' conduct was knowing and willful. Plaintiff is informed and believes that
2 other similarly situated female employees at AV were subjected to similar treatment. Defendants'
3 failure to comply with California wage and pay laws caused Plaintiff to suffer substantial economic
4 harm, for which she seeks back pay, waiting time penalties, statutory damages, interest, and attorneys'
5 fees.

6 117. Defendants employed Plaintiff and paid her a wage less than the wage paid to male
7 and/or Indian employees performing substantially similar work under similar working conditions, in
8 violation of California Labor Code § 1197.5.

9 118. Male and/or Indian employees in positions with similar responsibilities and
10 authority—such as Aniket Majumder, Jagadeesh Gouttumukkala, and Srini Lakkaraju—were paid
11 significantly more than Plaintiff, despite performing work requiring substantially equal skill, effort,
12 and responsibility, and performed under similar conditions. In particular, Plaintiff is informed and
13 believes that when Gouttumukkala was hired to fill Soleimani's prior role, Gouttumukkala was
14 offered more compensation than Plaintiff had been earning in that position and, in fact, received
15 compensation on par with female non-Indian employees like Plaintiff who held higher-level
16 positions.

17 119. The wage disparity was not based on any seniority system, merit system, or system
18 that measures earnings by quantity or quality of production, nor was it based on a bona fide factor
19 other than sex and/or race.

20 120. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered wage
21 loss and seeks all compensation due under Labor Code § 1197.5, including liquidated damages,
22 interest, and attorneys' fees and costs.

23 121. The prosecution of the PAGA claims requires the adjudication of numerous questions
24 of law and fact common to Plaintiff's individual claims and those of the other Aggrieved Employees.

25 122. The common questions of law include, *inter alia*:

26 (a) whether Defendants have engaged in unlawful pay discrimination in its
27 compensation, assignment, performance evaluation, promotion, and/or advancement policies,
28 procedures and practices, and in the general terms and conditions of work and employment;

1 (b) whether the failure to institute adequate standards, quality controls,
2 implementation metrics, or oversight in assignment, compensation, evaluation, development,
3 promotion and/or advancement systems violates the California Equal Pay Act or the Fair Employment
4 and Housing Act (“FEHA”), including but not limited to disparate treatment and disparate impact to
5 female and/or non-Indian employees;

6 (c) whether the lack of transparency and of opportunities for redress in those
7 systems violates the California Equal Pay Act and/or other statutes such as the California Labor Code;
8 and

9 (d) whether Defendants’ failure to prevent, investigate, or properly respond to
10 evidence and complaints of discrimination in the workplace violates the California Equal Pay Act or
11 FEHA.

12 123. The common questions of fact include whether Defendants have, *inter alia*:

13 (a) used a system of assignment that lacks meaningful or appropriate standards,
14 implementation metrics, quality controls, transparency, and opportunities for redress;

15 (b) through the use of that system of assignment, placed Plaintiff and/or other
16 Aggrieved Employees in job classifications and/or job titles lower than similarly situated male and/or
17 Indian employees;

18 (c) systematically, intentionally and/or knowingly placed Plaintiff and/or other
19 Aggrieved Employees in job classifications and/or job titles lower than similarly situated male and/or
20 Indian employees;

21 (d) used a compensation system that lacks meaningful or appropriate standards,
22 implementation metrics, quality controls, transparency and opportunities for redress;

23 (e) through the use of that compensation system, compensated Plaintiff and/or
24 other Aggrieved Employees less than similarly situated males in salaries, bonuses, raises, and/or
25 benefits;

26 (f) systematically, intentionally, and/or knowingly compensated Plaintiff and/or
27 other Aggrieved Employees less than similarly situated male and/or Indian employees;

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1 (g) used a promotion system that lacks meaningful or appropriate standards,
2 implementation metrics, quality controls, transparency and opportunities for redress;

3 (h) through the use of that promotion system, precluded or delayed the promotion
4 of Plaintiff and/or other Aggrieved Employees into higher level positions traditionally held by male
5 and/or Indian employees;

6 (i) systematically, intentionally and/or knowingly precluded or delayed the
7 promotion of Plaintiff and/or other Aggrieved Employees into higher levels positions traditionally
8 held by male and/or Indian employees;

9 (j) used a system for performance evaluations that lacks meaningful or appropriate
10 standards, implementation metrics, quality controls, transparency and opportunities for redress;

11 (k) through the use of that performance evaluation system inadequately,
12 inequitably, or disparately measured and classified Plaintiff and/or other Aggrieved Employees and
13 similarly situated male and/or Indian employees' performance;

14 (l) systematically, intentionally and/or knowingly subjected Plaintiff and/or other
15 Aggrieved Employees to inaccurate, inequitable or discriminatorily lowered performance
16 evaluations;

17 (m) used HR and equal employment opportunity systems that lack meaningful or
18 appropriate standards, implementation metrics, quality controls, transparency and opportunities for
19 redress;

20 (n) through the use of those systems, minimized, ignored or covered up evidence
21 of pay discrimination and/or otherwise mishandled the investigation of responses to complaints of
22 pay discrimination brought to the attention of management, Swift Engineering HR, or through other
23 reporting channels;

24 (o) systemically, intentionally, and/or knowingly retaliated against employees
25 who opposed discriminatory employment practices;

26 (p) systematically, intentionally, and/or knowingly created a workplace
27 environment of disparate treatment and disparate impact affecting female and/or non-Indian
28 employees;

1 (q) systematically, intentionally, and/or knowingly showed an indifference to
2 evidence of discrimination in the workplace or otherwise minimized, ignored, mishandled, or covered
3 up evidence of or complaints about pay discrimination, disparate treatment, disparate impact, and
4 retaliation; and

5 (r) failed to adequately or meaningfully train, coach, or discipline management
6 personnel on equal employment opportunity principles and compliance.

7 124. The answers to these common questions will be the same for Plaintiff and/or the other
8 Aggrieved Employees and will establish (or not) the elements of Plaintiff's claims at the same time
9 as the Aggrieved Employees' claims.

10 **P. Plaintiff's Exhaustion of Administrative Remedies**

11 125. Pursuant to Government Code Section 12960, on or about July 22, 2025, Plaintiff
12 timely filed an administrative Complaint of Discrimination with the Civil Rights Department
13 ("CRD") against Defendants and received a "Right to Sue" notice to as to Defendants. Accordingly,
14 Plaintiff has exhausted her administrative remedies.

15 126. On or about July 11, 2025, Plaintiff complied with the notice requirements pursuant
16 to California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the
17 specific provisions alleged to have been violated to the Labor and Workforce Development Agency
18 ("LWDA") and Defendants. See, LWDA Case No.: LWDA-CM-1111386-25. The notice sent to the
19 LWDA and to Defendants is incorporated herein by reference.

20 **V. LEGAL CLAIMS**

21 **FIRST CAUSE OF ACTION**

22 **Retaliation in Violation of Labor Code § 1102.5**

23 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

24 127. Plaintiff incorporates by this reference each and every allegation contained in this
25 pleading as if fully set forth herein.

26 128. Plaintiff claimed, protested, and complained about Defendants' unlawful practices and
27 procedures of violating California and federal laws and regulations relating to, *inter alia*, Secretary
28 of State regulations regarding the protection of information relating to weapons, and discrimination

1 on the basis of protected characteristics.

2 129. Defendants retaliated against Plaintiff for disclosing information to a person with
3 authority over Plaintiff or another employee who had the authority to investigate, discover or correct
4 what Plaintiff had reasonable cause to believe were violations of, or noncompliance with state and/or
5 other statute(s) or local, state, or other rule(s) or regulation(s), including, but not limited to laws
6 prohibiting retaliation against employees who report unsafe and/or unlawful practices.

7 130. Defendants' conduct violated the provisions of Labor Code Section 1102.5.

8 131. Defendants are also liable for a civil penalty not exceeding ten thousand dollars
9 (\$10,000) for each violation of Labor Code Section 1102.5.

10 132. As a proximate result of Defendants' wrongful acts, Plaintiff has been harmed in that
11 Plaintiff has suffered actual, consequential, and incidental financial losses, including without
12 limitation, termination of her employment, loss of wages and benefits, and the intangible loss of
13 employment-related opportunities and damage to Plaintiff's professional reputation, all in an amount
14 subject to proof at the time of trial. Plaintiff claims such amounts as damages together with
15 prejudgment interest pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law
16 providing for prejudgment interest.

17 133. As a proximate result of Defendants' wrongful acts, Plaintiff has suffered and
18 continues to suffer severe anxiety, worry, embarrassment, humiliation, shame, mental anguish, and
19 emotional distress. Plaintiff is informed and believes and thereon alleges that Plaintiff will continue
20 to experience said emotional suffering for a period in the future Plaintiff cannot presently ascertain,
21 all in an amount subject to proof at the time of trial.

22 134. Pursuant to Labor Code Section 1102.5(j), "[t]he court is authorized to award
23 reasonable attorney's fees to a plaintiff who brings a successful action for a violation of these
24 provisions."

25 135. The above recited actions of Defendants were done with malice, fraud, and/or
26 oppression and in reckless disregard of the rights of Plaintiff. Plaintiff is informed and believes and
27 on that basis alleges that the acts taken towards Plaintiff were carried out by officers, directors, and/or
28 managing agents of defendants and/or with the ratification and approval of officers, directors, and/or

1 managing agents of defendants in a malicious, oppressive, and fraudulent manner in order to harm
2 Plaintiff, and/or with a willful and conscious disregard of Plaintiff's rights, thereby causing Plaintiff
3 unjust hardship, humiliation, and/or emotional distress. Such conduct was despicable and justifies an
4 award of punitive damages against defendants in an amount sufficient to punish and make an example
5 of Defendants and to deter Defendants from engaging in such conduct again in the future, in an
6 amount according to proof at time of trial.

7 136. Plaintiff requests relief as described below.

8 **SECOND CAUSE OF ACTION**

9 **Wrongful Termination in Violation of Public Policy**

10 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

11 137. Plaintiff incorporates by this reference each and every allegation contained in this
12 pleading as if fully set forth herein.

13 138. Throughout all times relevant herein, Defendants engaged in a number of improper
14 and unlawful employment practices including, but not limited to, creating and maintaining a hostile
15 work environment, discriminating on the basis of sex and other protected characteristics, approving
16 various unsafe and unlawful practices, and refusing to correct unsafe and unlawful practices when
17 notified about them.

18 139. Plaintiff complained to Defendants about all of these improper and unlawful
19 employment practices, as well as several others, as alleged above.

20 140. In response to Plaintiff's complaints, Defendants failed to properly investigate and/or
21 remediate these improper and unlawful employment practices and, in retaliation for Plaintiff's
22 complaints, took several adverse employment actions against her and eventually terminated her
23 employment.

24 141. Defendants' adverse employment actions and termination of Plaintiff's employment
25 violated the public policy of the State of California against retaliation for voicing complaints of
26 illegality, as set forth in FEHA, Government Code Section 12940 and Labor Code Section 1102.5.
27 These provisions, among other California laws, establish that it is the policy of the State of California
28 to safeguard the right of all Californians to seek and maintain employment in an environment free

1 from discrimination and to be able to voice concerns about improper behavior at work without fear
2 of retaliation.

3 142. Defendants' adverse employment actions and termination of Plaintiff's employment
4 also violated the public policy of the United States against retaliation for voicing complaints of
5 illegality regarding Defendants' knowing failure to comply with several provisions of ITAR. This
6 public policy is reflected by, *inter alia*: (a) several Department of State and Department of Defense
7 regulations that require disclosure of non-compliance, including 22 C.F.R. § 127.12; (b) the civil and
8 criminal penalties companies and individuals face for both non-compliance and the failure to disclose
9 non-compliance; and (c) several federal statutes and regulations that prohibit retaliation against
10 whistleblowers for reporting violations of federal laws and regulations, including 41 U.S.C. § 4712.

11 143. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
12 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
13 including without limitation, loss of salary and benefits, and the intangible loss of employment-
14 related opportunities and damage to her professional reputation, all in an amount subject to proof at
15 the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
16 pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for
17 prejudgment interest.

18 144. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
19 has suffered and continues to suffer severe anxiety, worry, embarrassment, humiliation, shame,
20 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that
21 Plaintiff will continue to experience said emotional suffering for a period in the future Plaintiff cannot
22 presently ascertain, all in an amount subject to proof at the time of trial.

23 145. The above recited wrongful acts of Defendants against Plaintiff were done with
24 malice, fraud, and/or oppression and in reckless disregard of Plaintiff's rights. Plaintiff is informed
25 and believes and on that basis alleges that the wrongful acts taken towards her were carried out by
26 officers, directors, and/or managing agents of Defendants and/or with the ratification and approval of
27 officers, directors, and/or managing agents of Defendants in a malicious, oppressive, and fraudulent
28 manner in order to harm Plaintiff, and/or with a willful and conscious disregard of Plaintiff's rights,

1 thereby causing her unjust hardship, humiliation, and/or emotional distress. Such conduct was
2 despicable and justifies an award of punitive damages against Defendants in an amount sufficient to
3 deter them from engaging in such conduct again in the future, in an amount according to proof at time
4 of trial.

5 146. Plaintiff requests relief as described below.

6 **THIRD CAUSE OF ACTION**

7 **Harassment – Based on Race, Color, National Origin, Ancestry, Sex, and/or Gender under**
8 **Government Code § 12940 (FEHA)**

9 **(By Plaintiff Against All Defendants and Does 1-100, inclusive)**

10 147. Plaintiff incorporates by this reference each and every allegation contained in this
11 pleading as if fully set forth herein.

12 148. At all relevant times, the California Fair Employment and Housing Act Government
13 Code §§ 12940, *et seq.* (“FEHA”), was in full force and effect and was binding on Defendants. FEHA
14 forbade Defendants from engaging in discrimination, harassment, and/or retaliation based on
15 specified protected characteristics against Plaintiff while Defendants employed her.

16 149. FEHA protects employees against harassment in the terms or conditions of their
17 employment. Defendants, and their owners, officers, agents, and/or employees engaged in the
18 wrongful actions described herein with the intent of harassing Plaintiff based on Plaintiff’s race, color,
19 national origin, ancestry, sex, and/or gender, all of which constitute protected characteristics under
20 FEHA.

21 150. As alleged above, Defendants subjected Plaintiff to harassing conduct because of her
22 race, color, national origin, ancestry, sex, and/or gender.

23 151. This harassment was severe and pervasive, thereby altering the conditions of
24 Plaintiff’s employment and creating a hostile, abusive, and intimidating work environment.

25 152. Defendant AV is strictly liable for the harassment of Plaintiff perpetrated by
26 defendants McDonnell and Majumder because at all times pertinent, these defendants were Plaintiff’s
27 supervisors, as defined by FEHA.

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1 153. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
2 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
3 including, without limitation, loss of salary and benefits, and the intangible loss of employment
4 related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to
5 proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
6 pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for
7 prejudgment interest.

8 154. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.
9 Pursuant to FEHA and other applicable laws, Plaintiff is entitled to reimbursement for her legal
10 expenses and attorney's fees.

11 155. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
12 continues to suffer physical sickness, severe anxiety, worry, embarrassment, humiliation, shame,
13 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that
14 Plaintiff will continue to experience said emotional suffering for a period in the future Plaintiff cannot
15 presently ascertain, all in an amount subject to proof at the time of trial.

16 156. The above recited actions of Defendants in retaliating against Plaintiff were done with
17 malice, fraud, and/or oppression and in reckless disregard of the rights of Plaintiff under FEHA.
18 Plaintiff is informed and believes and on that basis alleges that the acts taken towards Plaintiff were
19 carried out by officers, directors, and/or managing agents of Defendants and/or with the ratification
20 and approval of officers, directors, and/or managing agents of Defendants in a malicious, oppressive,
21 and fraudulent manner in order to harm Plaintiff, or with a willful and conscious disregard of
22 Plaintiff's rights, thereby causing Plaintiff unjust hardship, humiliation, and/or emotional distress.
23 Such conduct was despicable and justifies an award of punitive damages against Defendants in an
24 amount sufficient to punish and make an example of Defendants, and each of them, and to deter them
25 from engaging in such conduct again in the future, in an amount according to proof at time of trial.

26 157. Plaintiff requests relief as described below.

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1 **FOURTH CAUSE OF ACTION**

2 **Discrimination - Based on Race, Color, National Origin, Ancestry, Sex and/or Gender under**
3 **Government Code § 12940 (FEHA)**

4 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

5 158. Plaintiff incorporates by this reference each and every allegation contained in this
6 pleading as if fully set forth herein.

7 159. FEHA provides that discrimination of employees on the basis of race, color, national
8 origin, ancestry, sex, and/or gender, is an unlawful employment practice. Defendants' discrimination
9 against Plaintiff on the basis of one or more of these characteristics thus violates FEHA.

10 160. Plaintiff's race, color, national origin, ancestry, sex, and/or gender were motivating
11 factors in Defendants' discrimination against Plaintiff, harassment of Plaintiff, and termination of
12 Plaintiff's employment. This discrimination violates FEHA and damaged Plaintiff.

13 161. In addition, as an alternative theory, Plaintiff alleges facts and pursues a "mixed
14 motive" legal theory pursuant to *Harris v. City of Santa Monica*, 56 Cal.4th 203, 211 (2013), as
15 embodied in California Civil Jury Instruction ("CACI") Nos. 2507 and 2512, entitled "'Substantial
16 Motivating Reason' Explained" and "Limitation on Remedies—Same Decision," respectively.

17 162. As a legal result of Defendants' discrimination against Plaintiff, she has suffered and
18 will continue to suffer humiliation, embarrassment, mental anguish, and severe emotional and
19 physical distress, all causing her damages in an amount to be determined at trial and according to
20 proof.

21 163. As a direct and proximate result of the discriminatory conduct of Defendants, Plaintiff
22 suffered substantial harm. Plaintiff suffered economic and non-economic damages and continues to
23 suffer humiliation, emotional distress, and mental and physical pain and anguish.

24 164. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.
25 Pursuant to FEHA and other applicable laws, Plaintiff is entitled to reimbursement for her legal
26 expenses and attorney's fees.

27 165. The acts of Defendants alleged above were done maliciously and/or oppressively. The
28 foregoing acts directed toward Plaintiff were carried out by managerial employees, officers, and

1 directors, and were directed and ratified by Defendants, with a conscious disregard of Plaintiff's rights
2 and with the intent to vex, injury, and annoy Plaintiff, such as to constitute oppression, fraud, or
3 malice pursuant to Civil Code § 3294, entitling Plaintiff to punitive damages in an amount appropriate
4 to punish and set an example of said Defendants.

5 166. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
6 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
7 including without limitation, loss of salary and benefits, and the intangible loss of employment-
8 related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to
9 proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
10 pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for
11 prejudgment interest.

12 167. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
13 continues to suffer physical sickness, severe anxiety, worry, embarrassment, humiliation, shame,
14 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that she
15 will continue to experience said emotional suffering for a period in the future she cannot presently
16 ascertain, all in an amount subject to proof at the time of trial.

17 168. Defendants' discrimination against Plaintiff and termination of her employment were
18 based on Plaintiff's race, color, national origin, ancestry, sex, and/or gender and were done with
19 malice, fraud, and/or oppression and in reckless disregard of the rights of Plaintiff under FEHA.
20 Plaintiff is informed and believes and on that basis alleges that the discriminatory acts taken towards
21 Plaintiff were carried out by officers, directors, and/or managing agents of Defendants and/or with
22 the ratification and approval of officers, directors and/or managing agents of Defendants in a
23 malicious, oppressive and fraudulent manner in order to harm Plaintiff, or with a willful and conscious
24 disregard of Plaintiff's rights, thereby causing Plaintiff's unjust hardship, humiliation, and/or
25 emotional distress. Such conduct was despicable and justifies an award of punitive damages against
26 Defendants in an amount sufficient to punish and make an example of Defendants, and each of them,
27 and to deter them from engaging in such conduct again in the future, in an amount according to proof
28 at time of trial.

1 169. Plaintiff requests relief as described below.

2 **FIFTH CAUSE OF ACTION**

3 **Unlawful Retaliation in Violation of Government Code § 12940 (FEHA)**

4 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

5 170. Plaintiff incorporates by this reference each and every allegation contained in this
6 pleading as if fully set forth herein.

7 171. Plaintiff opposed and protested Defendants' discrimination and harassment against
8 Plaintiff, which she reasonably believed violated FEHA. As alleged above, Plaintiff also opposed,
9 protested, and refused to engage in other unlawful practices that Defendants encouraged and/or
10 participated in.

11 172. In response to Plaintiff's refusal to engage in unlawful employment practices,
12 Defendants terminated Plaintiff's employment.

13 173. Defendants' termination of Plaintiff's employment constitutes unlawful retaliation in
14 violation of FEHA.

15 174. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
16 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
17 including without limitation, loss of salary and benefits, and the intangible loss of employment-
18 related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to
19 proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
20 pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for
21 prejudgment interest.

22 175. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
23 continues to suffer physical sickness, severe anxiety, worry, embarrassment, humiliation, shame,
24 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that she
25 will continue to experience said emotional suffering for a period in the future she cannot presently
26 ascertain, all in an amount subject to proof at the time of trial.

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1 176. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.
2 Pursuant to FEHA and other applicable laws, Plaintiff is entitled to reimbursement for her legal
3 expenses and attorney's fees.

4 177. The above recited actions of Defendants were done with malice, fraud, and/or
5 oppression and in reckless disregard of the rights of Plaintiff under FEHA. Plaintiff is informed and
6 believes and on that basis alleges that the acts taken towards Plaintiff were carried out by officers,
7 directors, and/or managing agents of Defendants and/or with the ratification and approval of officers,
8 directors, and/or managing agents of Defendants in a malicious, oppressive, and fraudulent manner
9 in order to harm Plaintiff, or with a willful and conscious disregard of Plaintiff's rights, thereby
10 causing Plaintiff's unjust hardship, humiliation, and/or emotional distress. Such conduct was
11 despicable and justifies an award of punitive damages against Defendants in an amount sufficient to
12 punish and make an example of Defendants, and each of them, and to deter them from engaging in
13 such conduct again in the future, in an amount according to proof at time of trial.

14 178. Plaintiff requests relief as described below.

15 **SIXTH CAUSE OF ACTION**

16 **Failure to Prevent Discrimination, Harassment, and/or Retaliation**

17 **under Government Code § 12940 (FEHA)**

18 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

19 179. Plaintiff incorporates by this reference each and every allegation contained in this
20 pleading as if fully set forth herein.

21 180. FEHA requires Defendants to take all reasonable steps necessary to prevent
22 discrimination, harassment, and retaliation from occurring. Defendants violated FEHA by failing to
23 take all reasonable steps necessary to prevent or stop discrimination, harassment, and retaliation from
24 occurring.

25 181. Plaintiff is informed and believes and thereupon alleges that Defendants knew or
26 reasonably should have known of their discrimination, harassment, and retaliation in the workplace
27 and that Defendants should have investigated and restrained such other Defendants and their
28 employees from engaging in unlawful discriminatory, harassing, and retaliatory conduct and should

1 have provided training and instruction to them on the laws pertaining to discrimination, harassment,
2 and retaliation.

3 182. Plaintiff is informed and believes and thereupon alleges that Defendants failed to
4 provide adequate training to their owners, supervisors, and managers, and thus violated FEHA.

5 183. As alleged above, Defendants encouraged discrimination, harassment, and retaliation
6 by participating in the conduct, failing to remedy discrimination, harassment, and retaliation when
7 Plaintiff made disclosures and complaints, and continuing to discriminate, harass, and retaliate
8 against Plaintiff after Plaintiff's disclosures and complaints. In doing so, Defendants violated their
9 obligations under FEHA.

10 184. Defendants also failed to independently and thoroughly investigate and remedy
11 complaints of discrimination, harassment, and retaliation. Plaintiff complained of retaliation,
12 harassment and/or discrimination to Defendants, who personally observed and/or engaged in said
13 retaliation, harassment, and/or discrimination. To Plaintiff's knowledge, Defendants did not
14 meaningfully discipline McDonnell, Majumder, and other AV executives and employees who
15 violated FEHA.

16 185. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff
17 has been harmed in that Plaintiff has suffered actual, consequential, and incidental financial losses,
18 including without limitation, loss of salary and benefits, and the intangible loss of employment-
19 related opportunities and damage to Plaintiff's professional reputation, all in an amount subject to
20 proof at the time of trial. Plaintiff claims such amounts as damages together with prejudgment interest
21 pursuant to Civil Code Sections 3287, 3288, and/or any other provision of law providing for
22 prejudgment interest.

23 186. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
24 continues to suffer physical sickness, severe anxiety, worry, embarrassment, humiliation, shame,
25 mental anguish, and emotional distress. Plaintiff is informed and believes and thereon alleges that she
26 will continue to experience said emotional suffering for a period in the future she cannot presently
27 ascertain, all in an amount subject to proof at the time of trial.

28 ///

1 187. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.
2 Pursuant to FEHA and other applicable laws, Plaintiff is entitled to reimbursement for her legal
3 expenses and attorney's fees.

4 188. The above recited actions of Defendants were done with malice, fraud, and/or
5 oppression and in reckless disregard of the rights of Plaintiff under FEHA. Plaintiff is informed and
6 believes and on that basis alleges that the acts taken towards Plaintiff were carried out by officers,
7 directors, and/or managing agents of Defendants and/or with the ratification and approval of officers,
8 directors, and/or managing agents of Defendants in a malicious, oppressive, and fraudulent manner
9 in order to harm Plaintiff, or with a willful and conscious disregard of Plaintiff's rights, thereby
10 causing Plaintiff unjust hardship, humiliation, and/or emotional distress. Such conduct was despicable
11 and justifies an award of punitive damages against Defendants in an amount sufficient to punish and
12 make an example of Defendants, and each of them, and to deter them from engaging in such conduct
13 again in the future, in an amount according to proof at time of trial.

14 189. Plaintiff requests relief as described below.

15 **SEVENTH CAUSE OF ACTION**

16 **Intentional Infliction of Emotional Distress**

17 **(By Plaintiff Against All Defendants and Does 1-100, inclusive)**

18 190. Plaintiff incorporates by this reference each and every allegation contained in this
19 pleading as if fully set forth herein.

20 191. Defendants' conduct directed at Plaintiff throughout her employment with AV was
21 outrageous. Examples of this outrageous behavior are described at length above and include, among
22 many other things: (a) Defendants' refusing to take any action after Plaintiff complained of serious
23 misconduct, including Automus' ITAR violations; (b) McDonnell sanctioning Majumder's explicit
24 preference for hiring men of Indian descent for key roles, allowing Majumder to discriminate on the
25 basis of sex and ethnicity; (c) Majumder's dismissive, unprofessional, manipulative, and disgusting
26 treatment of Plaintiff on a near-daily basis, as reflected by many things, including his intentional
27 exclusion of Plaintiff from key meetings; (d) Defendants' creation of an entirely new division at AV
28 solely for the purpose of quell Plaintiff's legitimate criticisms and concerns regarding Automus' work

1 on Oracle Fusion; (e) Defendants’ knowing misrepresentations regarding the resources Plaintiff
2 would be provided if she agreed to accept the position of Senior Director of Global Transformation,
3 all of which Defendants reneged on as soon as Plaintiff accepted the new role; (f) Defendants’ refusal
4 to conduct a thorough, independent investigation into the allegations in the June 2024 Email,
5 including the refusal of the AV employee appointed by Defendants to conduct the investigation to
6 interview the key witnesses identified by Plaintiff; (g) Defendants’ advising Plaintiff that the
7 purported investigation they conducted concluded that Plaintiff’s allegations were meritless despite
8 Defendants’ knowledge that all, or substantially all, of the allegations were provably true and that
9 their truth could be established through a properly conducted, independent investigation; and (h)
10 Defendants’ unlawful termination of Plaintiff’s employment 33 days after she sent the June 2024
11 Email.

12 192. Defendants’ conduct was intended to cause Plaintiff emotional distress and/or
13 Defendants acted with reckless disregard of the probability that Plaintiff would suffer emotional
14 distress, knowing that Plaintiff was present when most of the outrageous conduct described above
15 occurred.

16 193. Plaintiff suffered, and continues to suffer, severe emotional distress and Defendants’
17 conduct was a substantial factor in causing Plaintiff’s severe emotional distress.

18 194. Plaintiff requests relief as described below.

19 **EIGHTH CAUSE OF ACTION**

20 **Breach of Contract**

21 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

22 195. Plaintiff incorporates by this reference each and every allegation contained in this
23 pleading as if fully set forth herein.

24 196. On or about July 23, 2025, the date of Plaintiff’s termination, defendant AV—through
25 its head of HR, Janice Slack—entered into a valid and binding oral contract with Plaintiff pursuant
26 to which AV promised that it would: (a) pay Plaintiff her regular wages through the end of July 2024;
27 (b) pay Plaintiff all of her accrued sick leave and paid time off (“PTO”) in a lump sum; and (c)
28 immediately prepare a separation agreement for Plaintiff’s review and consideration.

197. Plaintiff performed substantially all of her obligations under this contract.

198. Defendant AV failed to perform its obligations under this contract, as it did not pay Plaintiff through the end of July 2024, did not pay her a lump sum for all accrued sick leave and PTO, and failed to immediately prepare a separation agreement.

199. Plaintiff was harmed as a result of AV's failure to perform these obligations, and AV's breaches of its oral contract with Plaintiff were a substantial factor in causing Plaintiff's harm.

200. Plaintiff requests relief as described below.

NINTH CAUSE OF ACTION

Violations of the Equal Pay Act and the Fair Play Act – Labor Code § 1197.5

(By Plaintiff Against Defendant AV and Does 1-100, inclusive)

201. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

202. The California Equal Pay Act, codified at Labor Code Section 1197.5 and amended as of January 1, 2016 to add the California Fair Pay Act at Section 1197.5(b) provides, as relevant here: “An employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex [or, pursuant to Section 1197.5(b), paid to employees of another race or ethnicity] for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions,” subject to certain exceptions, none of which apply here.

203. Defendants paid Plaintiff less money than they paid members of the opposite sex and people of different races/ethnicities, i.e., non-Iranian-Americans, despite Plaintiff performing substantially similar work as these other employees, consider the overall combination of skill, effort, and responsibility required for their jobs.

204. Plaintiff was working for Defendants under similar working conditions as the other persons who are members of the opposite sex and of different ethnicities. By doing so, Defendants violated the Equal Pay Act and the Fair Play Act.

205. Accordingly, pursuant to Section 1197.5, Defendants are liable to Plaintiff for the difference in pay between her and men/non-Iranian-Americans, as well as liquidated damages,

1 interest, and Plaintiff's attorneys' fees.

2 206. Plaintiff requests relief as described below.

3 **TENTH CAUSE OF ACTION**

4 **Failure to Timely Pay Wages at End of Employment (Waiting Time Penalties)**

5 **(Labor Code §§ 201-203)**

6 **(By Plaintiff Against All Defendants and Does 1-100, inclusive)**

7 207. Plaintiff incorporates by this reference each and every allegation contained in this
8 pleading as if fully set forth herein.

9 208. Labor Code Section 201(a) provides, in relevant part: "If an employer discharges an
10 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

11 209. Labor Code Section 203(a) provides, in relevant part: "If an employer willfully fails
12 to pay . . . any wages of an employee who is discharged" consistent with Section 201, i.e., promptly
13 upon discharge, then "the wages of the employee shall continue as a penalty from the due date thereof
14 at the same rate until paid or until an action therefor is commenced; but the wages shall not continue
15 for more than 30 days."

16 210. Labor Code Section 208(a) provides, in relevant part: "Every employee who is
17 discharged shall be paid at the place of discharge."

18 211. Defendants willfully failed to pay Plaintiff all compensation due upon termination of
19 her employment as required by Labor Code Sections 201 and 203. Pursuant to Section 203, Plaintiff
20 is now entitled to recover up to thirty (30) days of wages due to Defendants' willful failure to comply
21 with the Labor Code, together with her reasonable attorneys' fees and costs.

22 212. Plaintiff requests relief as described below.

23 **ELEVENTH CAUSE OF ACTION**

24 **Failure to Comply with Employee Wage Statement Requirements**

25 **(Wage Statement Violations) (Labor Code § 226)**

26 **(By Plaintiff Against All Defendants and Does 1-100, inclusive)**

27 213. Plaintiff incorporates by this reference each and every allegation contained in this
28 pleading as if fully set forth herein.

214. Labor Code Section 226 requires employers semi-monthly or at the time of each payment of wages to furnish each employee with an itemized statement showing: “(1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and . . . the last four digits of his or her social security number . . . , (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

215. The applicable Wage Order, Section 7(B), requires the same statement to include “(1) all deductions, (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer.”

216. Labor Code Section 226(e) provides that if an employer knowingly and intentionally fails to provide compliant wage statements, then the employee “is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

217. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized statements showing all information required under Labor Code Section 226(a) and the applicable Wage Order, Section 7(B). As a result, Defendants are liable to Plaintiff for the amounts provided for by Labor Code Section 226(e), including her actual damages, penalties, and reasonable and attorneys' fees.

218. Plaintiff requests relief as described below.

TWELFTH CAUSE OF ACTION

Failure to Pay Vacation Time at the Appropriate Rate of Pay (Labor Code § 227.3)

(By Plaintiff Against Defendant AV and Does 1-100, inclusive)

219. Plaintiff incorporates by this reference each and every allegation contained in this pleading as if fully set forth herein.

/ / /

220. Labor Code Section 227 provides, in relevant part: “Whenever an employer has agreed with any employee to make payments to a . . . vacation plan, . . . it shall be unlawful for that employer willfully or with intent to defraud to fail to make the payments required by the terms of that agreement.”

221. Labor Code Section 227.3 provides, in relevant part: “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.”

222. Defendants violated Labor Code Sections 201 and 227.3 by failing to pay Plaintiff the vacation pay she had accrued at the time of her termination. As a result, Defendants are liable to Plaintiff for the unpaid and/or underpaid vacation wages, in addition to, waiting time penalties, together with reasonable attorneys' fees and costs, under Labor Code Section 203.

223. Plaintiff requests relief as described below.

THIRTEENTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses (Labor Code §§ 2800, 2802)

(By Plaintiff Against Defendant AV and Does 1-100, inclusive)

224. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

225. Labor Code Section 2802 requires an employer to reimburse employees for any work-related expenses.

226. While acting on the direct instructions of Defendants and discharging duties for Defendants, Plaintiff and/or other Aggrieved Employees incurred work-related expenses. Such expenses include but are not limited to fuel; tolls; vehicle repairs; vehicle depreciation; vehicle maintenance; vehicle insurance; other vehicle operating costs; home office equipment; internet and cellular phone and associated data costs.

227. Plaintiff and/or other Aggrieved Employees necessarily incurred these expenses and losses as a direct result of performing job duties for Defendants.

228. Defendants failed to indemnify or reimburse Plaintiff and/or other Aggrieved Employees for these expenditures and losses. By requiring Plaintiff and/or other Aggrieved Employees to pay expenses and cover losses that Plaintiff incurred in direct consequence of the discharge of Plaintiff's duties for Defendants and/or in obedience to Defendants' direction, Defendants violated the applicable IWC Wage Order and Labor Code Section 2802.

229. As a direct and proximate result of Defendants' conduct, Plaintiff is entitled to damages in the amount of Plaintiff's suffered substantial losses, as well as pre-judgment interest, costs, and attorneys' fees for the prosecution of this action.

230. Plaintiff requests relief as described below.

FOURTEENTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment (Labor Code §§ 204, 210)

(By Plaintiff Against Defendant AV and Does 1-100, inclusive)

231. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

232. California Labor Code Section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

233. California Labor Code Section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

234. California Labor Code Section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

235. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff all wages due to Plaintiff, within any time period permissible under California Labor Code Section 204.

/ / /

1 236. Plaintiff is entitled to recover all available remedies for Defendants' violations of
2 California Labor Code Section 204, including statutory penalties pursuant to Labor Code Section
3 210(b).

4 **FIFTEENTH CAUSE OF ACTION**

5 **Failure to Maintain Accurate Employment Records (Labor Code § 226, 1198.5)**

6 **(By Plaintiff Against Defendant AV and Does 1-100, inclusive)**

7 237. Plaintiff incorporates by this reference the relevant allegations contained in this
8 pleading as if fully set forth herein.

9 238. Labor Code Section 1174 states, in pertinent part, that “[e]very person employee labor
10 in this state shall . . . (c) Keep a record showing the names and addresses of all employees employed
11 . . . [and] (d) Keep, at a central location in the state . . . or establishments at which employees are
12 employed, payroll records showing the hours worked daily by and the wages paid to . . . employees
13 employed at the respective . . . establishments. These records shall be kept . . . in a file for not less
14 than three years. . . Likewise, Wage Order 5, Section 7 requires that “(A) [e]very employer shall keep
15 accurate information with respect to each employee including the following: (1) the full name, home
16 address, occupation and social security number (2) Birth date . . . (3) Time records showing when the
17 employee begins and ends each work period, meal periods, split shift intervals and total daily hours
18 worked shall also be recorded . . . (5) Total hours worked in the payroll period and the applicable
19 rates of pay. This information shall be made readily available to the employee upon reasonable request
20” In addition, Labor Code Section 353 also requires employers to keep accurate records of all
21 gratuities or tips they receive, directly or indirectly, which may not be collected by “managers” or
22 owners under Labor Code Section 351. Labor Code Section 1174.5 provides that “any person
23 employing labor who willfully fails to maintain the records required under subdivision (c) of Section
24 1174 or accurate or complete records required by subdivision (d) of Section 1174 . . . shall be subject
25 to a civil penalty of five hundred dollars (\$500). Subdivision (d) of Section 1174.5 states that “[a]ny
26 person, or officer or agent thereof, is guilty of a misdemeanor who fails to keep any of the records
27 required by Section 1174.

28 ///

239. For the reasons and bases noted here, Defendants have, among other things, willfully failed to keep, maintain, or provide adequate records regarding Plaintiff.

240. As a result of Defendants' violations of California Labor Code Sections 201-204, 206, 216, and 512, 1174, Defendants are liable to Plaintiff for any applicable penalties, together with reasonable attorneys' fees and costs, under the applicable Labor Code Sections.

241. Plaintiff requests relief as described below.

SIXTEENTH CAUSE OF ACTION

Violation of the Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff Against Defendant AV and Does 1-100, inclusive)

242. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

243. California Business & Professions Code Section 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

244. California Business & Professions Code Section 17204 allows any person acting “for the interests of itself, its members or the general public” to prosecute a civil action for violation of the UCL.

245. Beginning in or around the beginning of Plaintiff's employment, Defendants engaged in numerous unlawful, unethical, and unfair business practices, as described more fully above.

246. Defendants' violations of these laws were unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of California Business and Professions Code Section 17200.

247. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts and practices described herein, Defendants received and continues to hold ill-gotten gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful business practices, Plaintiff suffered economic injuries including, but not limited to, unreimbursed out-of-pocket business expenses, unpaid minimum wage, and unpaid vacation wages, among other things. Defendants have profited from these unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses and compensation.

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248. Plaintiff is entitled to restitution pursuant to California Business & Professions Code Sections 17203 and 17208 for all unpaid costs and interest.

249. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor Code pursuant to California Business & Professions Code Section 17202.

250. By all of the foregoing alleged conduct, Defendants has committed, and is continuing to commit, ongoing unlawful, unfair and fraudulent business practices within the meaning of California Business & Professions Code Sections 17200, *et seq.*

251. As a direct and proximate result of the unfair business practices described above, Plaintiff has suffered significant losses and Defendants have been unjustly enriched.

252. Pursuant to California Business & Professions Code Section 17203, Plaintiff is entitled to: (a) restitution of money acquired by Defendants by means of their unfair business practices; and (b) a declaration that Defendants' business practices are unfair and unlawful.

253. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims specified herein. There is a financial burden incurred in pursuing this action which is in the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to California Code of Civil Procedure Section 1021.5.

254. Plaintiff requests relief as described below.

SEVENTEENTH CAUSE OF ACTION

Violations of the PAGA (California Labor Code §§ 2698, *et seq.*)

(By Plaintiff Against All Defendants)

255. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

256. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

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1 257. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal.4th 969
3 (2009). Therefore, class certification of the PAGA claims is not required.

4 258. PAGA specifically provides for a private right of action to recover civil penalties for
5 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
6 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
7 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
8 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
9 brought by an aggrieved employee on behalf of himself or herself and other current or former
10 employees pursuant to the procedures specified in Section 2699.3.” Cal. Labor Code § 2699(a).

11 259. Plaintiff was employed by Defendants and the Labor Code violations alleged above
12 were committed against Plaintiff during Plaintiff’s time of employment. Plaintiff is therefore, an
13 “aggrieved employee” under PAGA.

14 260. As set forth in detail above, during all times relevant to this Action, Defendants have
15 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
16 by:

- 17 a. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
18 employment in violation of Labor Code §§ 201-203, 227.3.
- 19 b. Failing to properly track, record, calculate and/or pay Soleimani’s, and other Aggrieved
20 Employees’, vacation wages at their “final rate” or “regular rate” of pay in violation of
21 Labor Code § 227.3.
- 22 c. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
23 employment in violation of Labor Code § 204.
- 24 d. Failure to pay female and/or non-Indian employees appropriate wages in violation of the
25 California Equal Pay Act, Labor Code § 1197.5.
- 26 e. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
27 itemized wage statements in violation of Labor Code § 226.

28 ///

1 f. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
2 work periods, total wages and compensation, and applicable pay rates in violation of
3 Labor Code § 1174(d) and the applicable IWC Wage Order.

4 g. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
5 related expenses in violation of Labor Code §§ 2800 and 2802.

6 261. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
7 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
8 recover penalties against Defendants for the Labor Code violations described above, including but
9 not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under
10 California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any
11 and all additional penalties and sums as provided by the California Labor Code and/or other statutes.
12 The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof
13 at trial.

14 262. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect Plaintiff’s interests and the Aggrieved Employees, and to assess and collect the civil penalties
16 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs
17 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

18 263. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
19 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor
20 Code § 2699.3.

21 264. Plaintiff requests relief as described below.

22 **VI. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and
24 severally, as follows:

25 **As to All Seventeen Causes of Action**

26 1. All actual, consequential, and incidental financial losses, including but not limited to
27 loss of earnings and benefits, according to proof, together with prejudgment interest pursuant to Civil
28 Code Sections 3287 and/or 3288;

2. Emotional distress and general damages in a sum in excess of the jurisdictional minimum of the Superior Court;

3. Wages, civil penalties, and applicable statutory penalties including the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

4. Prejudgment and post-judgment interest;

5. Attorneys' fees and costs reasonably incurred pursuant to Labor Code Sections 218.5, 226(e), 1102.5(j), and 2699(g)(1), and Code of Civil Procedure Section 1021.5, and any other legal basis that allows Plaintiff to recover her attorneys' fees and costs;

6. Punitive and/or exemplary damages, if allowed;

7. Equitable relief in the nature of declaratory relief and restitution of all monies due to Plaintiff, disgorgement of profits from Defendants' unlawful business practices, and an accounting; and

8. Such other and further relief that the Court deems proper.

DATED: September 15, 2025 **WORRELL LAW FIRM, APC**

By:



KYLE C. WORRELL
Attorneys for Plaintiff
MANDANA SOLEIMANI

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DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

DATED: September 15, 2025 **WORRELL LAW FIRM, APC**

By: 

KYLE C. WORRELL
Attorneys for Plaintiff
MANDANA SOLEIMANI

1 **PROOF OF SERVICE**

2 **CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES**

3 **CASE NAME: MANDANA SOLEIMANI V. AEROVIRONMENT, INC., et al.**

4 **CASE NO.: 25STCV21604**

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not
6 a party to the within action. My business address is: 1717 Old Tustin Avenue, Unit E, Santa Ana, CA 92705.

7 On September 15, 2025, I caused the following document(s) described as:

8 **PLAINTIFF'S FIRST AMENDED COMPLAINT**

9 to be served on all interested parties in this action as follows:

10 FISHER & PHILLIPS LLP
11 Frank Magnanimo, Esq.
12 Alyssa Graf, Esq.
13 21600 Oxnard Street, Suite 650
14 Woodland Hills, CA 91367

15 Telephone: (818) 230-4250

16 Facsimile: (818) 230-4251

17 Email: fmagnanimo@fisherphillips.com
agraf@fisherphillips.com

Attorneys for Defendants:
AEROVIRONMENT, INC., KEVIN
MCDONNELL, and ANIKET
MAJUMDER

18 **[X] BY E-MAIL OR ELECTRONIC TRANSMISSION**

19 Based on a Court order or on an agreement by the parties to accept service by e-mail or
20 electronic transmission, I caused the document(s) described above to be sent from e-mail address
21 mav@worrell-law.com to the persons at the e-mail address listed above. I did not receive, within a
22 reasonable time after the transmission, any electronic message or other indication that the
23 transmission was unsuccessful.

24 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that the
25 above is true and correct.

26 Executed on September 15, 2025, at Santa Ana, California.

27 

28 Mariah Velasco