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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/11/2024
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **IN AND FOR THE COUNTY OF SAN FRANCISCO – UNLIMITED**

CGC-24-613033

10 **PAULINA SONG, *an individual*,**

CASE NO.

11 **PLAINTIFF,**

COMPLAINT FOR DAMAGES

12 **vs.**

13 **AVICENNAS GROUP, INC., d/b/a**
14 ***“ZENTIST,” a Delaware corporation with its***
15 ***principal place of business in San Francisco***
County, California;

1. **Pregnancy Discrimination in Violation of FEHA;**
2. **Sex and Gender Discrimination in Violation of FEHA;**
3. **Retaliation in Violation of FEHA;**
4. **Whistleblower Retaliation in Violation of Labor Code § 1102.5;**
5. **Wrongful Termination in Violation of FEHA; and,**
6. **Intentional Infliction of Emotional Distress**

16 **ATOULLOKHON KASYMOV, *an individual***
17 ***residing in San Francisco County; and***

18 **DOES 1-50, inclusive,**

19 **DEFENDANTS.**

[JURY TRIAL DEMANDED]

20
21 PLAINTIFF PAULINA SONG (hereafter “PLAINTIFF”) brings this action against
22 DEFENDANT AVICENNAS GROUP, INC., d/b/a ZENTIST, a Delaware corporation with its
23 principal place of business in San Francisco County, California (“ZENTIST”); ATOULLOKHON
24 KASYMOV, an individual residing in San Francisco County (“KASYMOV”); and DOE
25 DEFENDANTS ONE through FIFTY, inclusive (collectively hereafter “DEFENDANTS”), and
26 alleges as follows:

27 //

INTRODUCTION

1
2 1. This is a pregnancy discrimination and wrongful termination case of PLAINTIFF—a
3 co-founder of ZENTIST and first-time mother—who dedicated four years of her life to help build,
4 grow, and lead ZENTIST. After giving birth, she was stripped of her job duties, the CEO refused to
5 meet with to discuss her mistreatment, and she was silenced to prevent a graceful departure from a
6 company that she once led.

7 2. The California Fair Employment and Housing Act (“FEHA”) provides significant
8 protections for pregnant workers against discrimination, harassment, retaliation, and wrongful
9 termination. FEHA also requires covered employers to provide reasonable accommodations as
10 necessary for employees required by their pregnancy.

11 3. On March 12, 2018, DEFENDANT ZENTIST hired PLAINTIFF as a co-founder and
12 Business Development Lead (Chief Business Development Officer). Initially, her annual salary was
13 \$84,000. She was also offered several hundred thousand shares of Company common stock options
14 (vesting over four years) and other benefits including 2-weeks’ vacation per year. She looked forward
15 to growing ZENTIST’s business in both revenue and team members. She planned to retire from
16 ZENTIST and exercise all her stock options once it was profitable to do so.

17 4. As a co-founder, PLAINTIFF worked diligently growing the team from two (2) to two
18 hundred (200) team members and helping raise over \$8 million Series A funding. She oversaw the
19 customer success, billing operations, human resources, and business management teams, and served
20 as a chief subject matter expert which helped launch multiple company products in the dental
21 insurance technology space. She became a rising star in company operations and expanded her role.
22 By 2019, her salary had doubled to \$170,000.

23 5. This all abruptly changed after she took maternity leave in December of 2021 through
24 the end of February 2022, a period of approximately two (2) months. Prior to her maternity leave, she
25 was a leader of ZENTIST and had robust job duties that continually expanded.

26 6. Upon her return, she was shocked to learn that her position had been given to a male
27 team member who was the former Billing Operations Manager, she was cut out of executive
28 leadership meetings as a co-founder and stripped of her job duties further until she was eventually

1 terminated on May 15, 2023, with a backdate effective April 20, 2023. PLAINTIFF was not afforded
2 a graceful exit from DEFENDANT ZENTIST. Instead, she was discarded like trash without an
3 announcement for her departure nor an ounce of human decency. The value of her stock options
4 became worthless, and she was summarily dismissed without even a month of severance.

5 **PARTIES**

6 7. PLAINTIFF PAULINA SONG is an individual who is and was at all times relevant to
7 this Complaint residing in Alameda, County, California, and engaged in the business dealings alleged
8 herein in San Francisco County, California.

9 8. DEFENDANT AVICENNAS GROUP, INC., d/b/a ZENTIST, is a Delaware
10 Corporation which was at all times relevant to this Complaint engaged in the business dealings alleged
11 herein in San Francisco County, California and has its principal place of business in San Francisco
12 County.

13 9. DEFENDANT ATOULLOKHON KASYMOV is and was an individual residing in
14 San Francisco County at all times relevant to this Complaint and, on information and belief, is and
15 has always been its Chief Executive Officer, Chief Financial Officer, and Secretary, and who, on
16 information and belief, has assumed DEFENDANT ZENTIST'S liabilities alleged in this Complaint
17 from the business dealings in San Francisco County and/or is DEFENDANT ZENTIST'S alter ego.

18 10. On information and belief, the true names and capacities of the defendants named
19 herein as DOES 1 to 50, inclusive, are unknown to the PLAINTIFF who, therefore, sues said DOE
20 defendants by such fictitious names. PLAINTIFF will amend this Complaint to allege the true names
21 and capacities of such DOES as they are ascertained. Upon information and belief, each of the
22 fictitiously named DOE defendants herein are responsible in some manner for occurrences alleged in
23 this Complaint, and PLAINTIFF's injuries were proximately caused by such DOE defendants' acts.

24 11. PLAINTIFF is informed, believes, and on that basis alleges that all DEFENDANTS
25 were co-conspirators, alter-egos, successors-in-interest, agents, licensees, and/or employees of each
26 of the other so that any separateness or individuality of the DEFENDANTS did not and does not exist.
27 In committing the acts described below, each DEFENDANT was acting within the course and scope
28 of such conspiracy, agency, license, and/or employment, and with the knowledge, consent, and in

1 furtherance of the other DEFENDANTS. PLAINTIFF is informed, believes, and on that basis alleges
2 that adherence to the fiction of the separate existence of each corporate DEFENDANT as an entity
3 distinct from each other and the individual DEFENDANTS would sanction fraud and promote
4 injustice and bad faith.

5 12. The Court has subject matter jurisdiction over the matter pursuant to Code of Civil
6 Procedure Section 88 and California Constitution Article VI because the amount in controversy
7 exceeds \$35,000.

8 13. The Court has personal jurisdiction pursuant to California Code of Civil Procedure
9 section 410.10 because at all relevant times herein, all named Defendants were located in San
10 Francisco, conducted business in San Francisco, and the wrongful conduct alleged herein occurred in
11 the County of San Francisco, California.

12 14. Venue is proper in this judicial district, pursuant to Government Code section 12965.
13 All practices alleged in this Complaint occurred in San Francisco County, California and all named
14 Defendants were conducting business there.

15 **ADMINISTRATIVE EXHAUSTION**

16 15. PLAINTIFF exhausted all administrative remedies as required by FEHA. On February
17 12, 2024, the California Civil Right Department (“CRD”) issued a Right-To-Sue letter (attached
18 hereto as **Exhibit A**).

19 **FACTUAL ALLEGATIONS**

20 16. PLAINTIFF has a bachelor’s degree in physiological science from University of
21 California Los Angeles, a master’s degree in health care administration from University of California,
22 San Francisco, and is working on her doctorate degree from John Hopkins Bloomberg School of
23 Public Health. She has served as a Principal Consultant for dental offices throughout the State of
24 California and an Executive Director at a dental office. With over thirteen (13) years of experience,
25 PLAINTIFF is highly-skilled, educated, and highly-regarded within the dental industry.

26 17. Upon meeting PLAINTIFF, DEFENDANT KASYMOV was impressed by
27 PLAINTIFF’s extensive knowledge of the dental industry and business operations, DEFENDANT
28 KASYMOV offered her a consulting position with DEFENDANT ZENTIST. PLAINTIFF

1 commenced her consulting duties and quickly showed her value to the company and business. As her
2 contributions grew and exceeded all expectations, PLAINTIFF was offered a co-founding position
3 and an executive role from DEFENDANT KASYMOV with DEFENDANT ZENTIST, which she
4 happily accepted.

5 18. On March 12, 2018, DEFENDANT ZENTIST hired PLAINTIFF as a co-founder and
6 Chief Business Development Officer. Initially, her annual salary was \$84,000. She was also offered
7 several hundred thousand shares of options to DEFENDANT ZENTIST common stock (vesting over
8 four years) and other benefits including 2-weeks' vacation per year. PLAINTIFF looked forward to
9 growing the company's business in both revenue and team members. She planned to retire from the
10 company and exercise all her stock options once it was profitable to do so.

11 19. As a co-founder and Chief Business Development Officer, PLAINTIFF immediately
12 started working on growing the business. PLAINTIFF team from two (2) to two hundred (200) and
13 helped raise over \$8 million Series A funding. She oversaw the customer success and billing
14 operations, and business management teams; the people on these teams comprised most of the
15 company. PLAINTIFF was the subject matter expert for the dental industry, including revenue cycle
16 management and practice operations. PLAINTIFF helped the product team of eight (8) launch six (6)
17 products within the dental insurance technology space, including:

- 18 a. insurance verification;
- 19 b. insurance claim robotic process automation;
- 20 c. API for clearinghouse integration;
- 21 d. lending for practice financing;
- 22 e. claim denial management; and
- 23 f. Payment reconciliation via bank integration.

24 20. PLAINTIFF was also a final decision maker overseeing comprehensive business
25 operations and building architecture for daily flow. PLAINTIFF also provided the design concept and
26 worked with a graphic designer to create DEFENDANT ZENTIST's brand identity, which is still
27 used today. Throughout her career at DEFENDANT ZENTIST, PLAINTIFF was allowed to expand
28 her role and take initiative on various areas she felt the business could improve. By 2019, her salary

1 had doubled at \$170,000. Without PLAINTIFF's vision and hard work, DEFENDANT ZENTIST
2 would not be the successful business that it is today. Needless to say, PLAINTIFF was an invaluable
3 company leader and her robust job duties were continually expanding.

4 21. Everything changed when PLAINTIFF took maternity leave from December 2021
5 through the end of February 2022, a period of approximately two (2) months. This was a California
6 Family Rights Act ("CFRA") and Family and Medical Leave Act (FMLA) protected leave.

7 22. Upon her return, PLAINTIFF was not reinstated to her previous positions, which had
8 been given to a male team member. PLAINTIFF was cut out of executive meetings and stripped of
9 her job duties.

10 23. While prior to her maternity leave, PLAINTIFF had regular meetings with
11 DEFENDANT KASYMOV to discuss business operations, development, and strategy, after her
12 return from job protected leave, PLAINTIFF had to repeatedly requested one-on-one meetings with
13 DEFENDANT KASYMOV, which were consistently cancelled or ignored by DEFENDANT
14 KASYMOV, or DEFENDANT KASYMOV would flat out refuse to attend the meetings.
15 DEFENDANT KASYMOV specifically refused to speak with PLAINTIFF about the stripping of her
16 job duties, not being reinstated and her ongoing mistreatment with the company; PLAINTIFF feared
17 that DEFENDANT KASYMOV was pushing her out of DEFENDANT ZENTIST and her co-founder
18 position.

19 24. On or around July 2022, during one of the only calls DEFENDANT KASYMOV had
20 with PLAINTIFF after her return from maternity leave, DEFENDANT KASYMOV told PLAINTIFF
21 that she should take an unpaid leave. Shocked and confused, PLAINTIFF expressed her complaint
22 that forcing her to take an unpaid leave was not fair and that she was not interested in doing so as she
23 was working and could continue to work. DEFENDANT KASYMOV sharply ended the conversation
24 and that he would send a written proposal regarding the leave. Despite this promise, DEFENDANT
25 KASYMOV refused to have any further conversations with PLAINTIFF and ignored her follow up
26 requests.

27 25. In or around September 2022, PLAINTIFF was scheduled to attend and present at the
28 American Association of Dental Office Management ("AADOM") conference. However, right before

1 she was scheduled to attend, DEFENDANTS canceled PLAINTIFF's itinerary without her
2 knowledge and then announced in a group meeting that she was uninvited. This devastated and
3 humiliated PLAINTIFF. Out of the executive leadership team, PLAINTIFF was the only person who
4 was uninvited. PLAINTIFF spent considerable time and effort preparing for her presentation.
5 PLAINTIFF anticipated making substantial business connections at the conference, as she had before;
6 DEFENDANTS continue to benefit from connections that PLAINTIFF made.

7 26. On or around April 20, 2023, DEFENDANT KASYMOV informed PLAINTIFF that
8 he intended to move to terminate her employment, and if she cooperated, he would work with her to
9 set a termination date and "make sure that you have enough time to exercise your options."
10 PLAINTIFF felt sick to her stomach. PLAINTIFF opposed being terminated as not just unfair but
11 unlawful. During this call DEFENDANT KASYMOV trivialized all of PLAINTIFF's contributions
12 throughout that last five years. DEFENDANT KASYMOV then told PLAINTIFF that he tried to give
13 her the opportunity to take a leave without pay because "you can afford to not be paid" and that "I
14 can't afford to not be paid," suggesting that because PLAINTIFF is a woman she need not be an
15 income earner, unlike him, a man. DEFENDANT KASYMOV ended the call stating that he would
16 present her with a written proposal. Weeks went by, PLAINTIFF received no contact from
17 DEFENDANT KASYMOV.

18 27. On or around May 10, 2023, PLAINTIFF requested access to review DEFENDANT
19 ZENTIST's capitulation table in her capacity as an equity holder. Days later, on or around May 15,
20 2023, PLAINTIFF received an email from DEFENDANT KASYMOV containing a letter terminating
21 her employment and demanded the return of her laptop. PLAINTIFF was shocked to see that the May
22 15, 2023 termination letter date was backdated to April 20, 2023.

23 28. By backdating PLAINTIFF's termination date, PLAINTIFF was only allowed 60 days
24 before her deadline to exercise her equity. This was 30 days less than the contracted 90 days. At
25 termination, PLAINTIFF had vested approximately 90% of her equity in DEFENDANT ZENTIST.
26 Despite making the reasonable request of extending her exercise period, DEFENDANTS refused,
27 causing PLAINTIFF to lose the value of her equity, from which DEFENDANTS, especially
28 DEFENDANT KASYMOV benefited.

29. To add insult to injury, PLAINTIFF was not afforded a graceful exit from DEFENDANT ZENTIST and was instead discarded like trash without an announcement for her departure or an ounce of human decency.

30. On information and belief, at least one former employee resigned from his position because he did not agree with DEFENDANT KASYMOV's unethical business practices and ongoing mistreatment of women in the company.

31. On information and belief, a male employee was allowed to take a medical leave of absence and remains employed and not terminated by DEFENDANTS.

32. On information and belief, a male employee who left the company was not demanded to return his company laptop.

33. On information and belief, DEFENDANTS condoned sexist and gender discriminatory behavior by another male cofounder, including talking down to female employees, commenting that the female employee “couldn’t handle carrying equipment” and that “a man should be hired” because she is not “strong since she’s a woman.”

FIRST CAUSE OF ACTION
PREGNANCY DISCRIMINATION IN VIOLATION OF
THE FAIR HOUSING AND EMPLOYMENT ACT
(Government Code Section 12940 et seq.)
(By PLAINTIFF Against All DEFENDANTS)

34. PLAINTIFF incorporates by reference the allegations set forth in the preceding paragraphs.

35. The Fair Housing and Employment Act (FEHA) prohibits discrimination or harassment against an individual for taking a leave of absence due to pregnancy or based upon their status as pregnant. PLAINTIFF took a job-protected leave under CFRA and FMLA. DEFENDANTS failed to take all reasonable steps to prevent harassment and discrimination based upon PLAINTIFF'S protected pregnancy status. PLAINTIFF was an employee of the DEFENDANT ZENTIST and had provided exemplary services to DEFENDANTS ZENTIST AND DEFENDANT KASYMOV for approximately four (4) years before she announced she was pregnant and went on maternity leave.

36. Upon her return from maternity leave (of less than two months and less than she was entitled to under the law), PLAINTIFF was subject to discrimination, unlawful treatment, not

1 reinstated to her previous position, stripped of her job duties, precluded from executive leadership
2 meetings and company strategy meetings, relegated to performing administrative and clerical tasks,
3 ignored by and meetings canceled by DEFENDANT KASYMOV, humiliated and undermined in
4 front of other employees, treated as a second-class citizen, told to take a leave without pay because
5 she can “afford to not be paid” unlike DEFENDANT KASYMOV, a man, gaslighted, all of her hard
6 work building and growing the company trivialized, that she had no talents worthy of contribution to
7 DEFENDANT ZENTIST after her return from maternity leave, and ultimately terminating her.

8 37. DEFENDANTS failed to take all reasonable steps to prevent such discrimination.

9 38. PLAINTIFF was harmed, and the discriminatory conduct was a substantial factor in
10 causing her harm; and

11 39. PLAINTIFF suffers mentally, emotionally, and economically from having her job
12 demoted, modified, and ultimately terminated.

13 40. The remaining DEFENDANTS, as agents, successors, co-conspirators and/or alter
14 egos of DEFENDANT ZENTIST are equally responsible for DEFENDANT ZENTIST’s violations.
15 As a result of the above discriminatory conduct, PLAINTIFF has retained attorneys to prosecute this
16 action. PLAINTIFF is therefore entitled to reasonable attorney’s fees and litigation expenses,
17 including expert witness fees and costs, incurred in bringing this action.

18 41. PLAINTIFF is entitled to damages in an amount to be proven at trial, including, but
19 not limited to, back pay and front pay, out of pocket expenses and damages for emotional distress.
20 DEFENDANTS engaged in the above discriminatory conduct maliciously, fraudulently, and
21 oppressively, or in conscious disregard of the rights of PLAINITFF. PLAINTIFF is thus also entitled
22 to recover punitive damages.

23 **SECOND CAUSE OF ACTION**
24 **SEX AND GENDER DISCRIMINATION IN VIOLATION OF**
25 **THE FAIR HOUSING AND EMPLOYMENT ACT**
(Government Code Section 12940 et seq.)
(By PLAINTIFF Against All DEFENDANTS)

26 42. PLAINTIFF incorporates by reference the allegations set forth in the preceding
27 paragraphs.

1 43. The Fair Housing and Employment Act (FEHA) prohibits discrimination or
2 harassment based upon the protected class of gender. PLAINTIFF took a job-protected leave under
3 CFRA and FMLA. DEFENDANTS failed to take all reasonable steps to prevent discrimination based
4 upon her gender as a woman.

5 44. PLAINTIFF was an employee of the named DEFENDANT ZENTIST and had
6 provided exemplary services to DEFENDANTS ZENTIST AND KASYMOV for approximately four
7 (4) years before she announced she was pregnant and went on pregnancy leave.

8 45. Upon her return from maternity leave (of less than two months and less than she was
9 entitled to under the law), PLAINTIFF was subject to discrimination, unlawful treatment, not
10 reinstated to her previous position, stripped of her job duties, precluded from executive leadership
11 meetings and company strategy meetings, relegated to performing administrative and clerical tasks,
12 ignored by and meetings canceled by DEFENDANT KASYMOV, humiliated and undermined in
13 front of other employees, treated as a second-class citizen, told to take a leave without pay because
14 she can “afford to not be paid” unlike DEFENDANT KASYMOV, a man, gaslighted, all of her hard
15 work building and growing the company trivialized, that she had no talents worthy of contribution to
16 DEFENDANT ZENTIST after her return from maternity leave, and ultimately terminating her.

17 46. On information and belief, at least one former employee resigned from his position
18 because he did not agree with DEFENDANT KASYMOV’s unethical business practices and ongoing
19 mistreat of women in the company.

20 47. On information and belief, a male employee was allowed to take a medical leave of
21 absence and remains employed and not terminated by DEFENDANTS.

22 48. On information and belief, a male employee who left the company was not demanded
23 to return his company laptop.

24 49. On information and belief, DEFENDANTS condoned sexist and gender
25 discriminatory behavior by another male cofounder, including talking down to female employees,
26 commenting that the female employee “couldn’t handle carrying equipment” and that “a man should
27 be hired” because she is not “strong since she’s a woman.”

28

1 50. Throughout all relevant times to this Complaint, PLAINTIFF repeatedly requested that
2 DEFENDANT KASYMOV and other members of the executive leadership team participate in
3 mandatory sexual harassment training, as required by law, which was wholly ignored and not
4 completed by any male members of the executive leadership team.

5 51. The Company also did not treat a different male employee on long-term leave due to
6 long-haul COVID in the same way, did not demote him, strip away his job duties, nor ultimately
7 terminate him.

8 52. An additional cofounder of the company named Manuchehr Kurbonali had a history
9 of making discriminatory comments about another woman at ZENTIST and her post-maternity status,
10 including, on information and belief, a comment made on or about October 8, 2021. Mr. Kurbonali
11 commented that she was not strong since she was a woman. These are just a few of the examples of
12 the gender discriminatory culture prevalent at ZENTIST.

13 53. DEFENDANTS failed to take all reasonable steps to prevent such discrimination.

14 54. PLAINTIFF was harmed, and the discriminatory conduct was a substantial factor in
15 causing her harm.

16 55. PLAINTIFF suffers mentally, emotionally, and economically from having her job
17 demoted, modified, and ultimately terminated.

18 56. The remaining DEFENDANTS, as agents, successors, co-conspirators and/or alter
19 egos of DEFENDANT ZENTIST, are equally responsible for DEFENDANT ZENTIST's violations.

20 57. As a result of the above discriminatory conduct, PLAINTIFF has retained attorneys to
21 prosecute this action. PLAINTIFF is therefore entitled to reasonable attorney's fees and litigation
22 expenses, including expert witness fees and costs, incurred in bringing this action.

23 58. PLAINTIFF is entitled to damages in an amount to be proven at trial, including, but
24 not limited to, back pay and front pay, out of pocket expenses and damages for emotional distress.

25 59. DEFENDANTS engaged in the above discriminatory conduct maliciously,
26 fraudulently, and oppressively, or in conscious disregard of the rights of PLAINTIFF. PLAINTIFF
27 is thus also entitled to recover punitive damages.

28

THIRD CAUSE OF ACTION
RETALIATION UNDER FEHA
(Govt' Code Section 12940(h))
(By PLAINTIFF Against All DEFENDANTS)

60. PLAINTIFF incorporates by reference the allegations set forth in the preceding paragraphs.

61. PLAINTIFF took a job-protected leave under CFRA and FMLA. PLAINTIFF claims that Defendants retaliated against her for taking pregnancy leave permitted under the law and an approved protected activity. When PLAINTIFF returned from her short leave of less than two (2) months, she was demoted, her position was replaced with a male employee, she was continuously cut out of communications and activities as a co-founder of the company and ultimately unlawfully terminated. These adverse employment actions were all taken in retaliation for PLAINTIFF taking her maternity leave and for opposing DEFENDANTS' unlawful conduct.

62. PLAINTIFF's protected maternity leave was a substantial motivating reason for DEFENDANTS' multiple adverse employment actions to demote and ultimately terminate PLAINTIFF and cause her harm.

63. PLAINTIFF was harmed.

64. PLAINTIFF does not have to prove discrimination/harassment in order to prove retaliation. If she reasonably believed that DEFENDANTS' conduct was unlawful, she may prevail on a retaliation claim. Plaintiff reasonably believed that DEFENDANTS' conduct was unlawful.

65. PLAINTIFF suffers mentally, emotionally, and economically from having her job demoted, modified, and ultimately terminated.

66. The remaining DEFENDANTS, as agents, successors, co-conspirators and/or alter egos of DEFENDANT ZENTIST are equally responsible for DEFENDANT ZENTIST's violations.

67. As a result of the above discriminatory conduct, PLAINTIFF has retained attorneys to prosecute this action. PLAINTIFF is therefore entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and costs, incurred in bringing this action.

68. PLAINTIFF is entitled to damages in an amount to be proven at trial, including, but not limited to, back pay and front pay, out of pocket expenses and damages for emotional distress.

1 69. DEFENDANTS engaged in the above discriminatory conduct maliciously,
2 fraudulently, and oppressively, or in conscious disregard of the rights of PLAINTIFF. PLAINTIFF
3 is thus also entitled to recover punitive damages.

4 **FOURTH CAUSE OF ACTION**
5 **WHISTLEBLOWER RETALIATION**
6 **(By PLAINTIFF Against All DEFENDANTS)**

7 70. PLAINTIFF incorporates by reference the allegations set forth in the preceding
8 paragraphs.

9 71. At all times herein, there was an employer/employee relationship between
10 PLAINTIFF and DEFENDANTS.

11 72. PLAINTIFF disclosed and complained about violations of the law including
12 complaining to DEFENDANTS regarding her unfair and unlawful treatment, and the treatment of
13 women in general by DEFENDANTS.

14 73. PLAINTIFF had reasonable cause to believe the actions complained of to
15 DEFENDANTS violated state and federal statutes as well as local ordinances.

16 74. DEFENDANTS wrongfully terminated PLAINTIFF.

17 75. PLAINTIFF's complaints were a contributing factor in DEFENDANTS' decision to
18 wrongfully terminate PLAINTIFF.

19 76. PLAINTIFF was harmed.

20 77. DEFENDANTS' conduct was a substantial factor in causing PLAINTIFF's harm.
21 As a direct and proximate result of the unlawful conduct of discrimination by DEFENDANTS,
22 PLAINTIFF suffered and continues to suffer damages including, but not limited to, loss of wages,
23 salary, benefits, and other employment and retirement benefits that PLAINTIFF would have
24 received had she not been wrongfully terminated by DEFENDANT.

25 78. As a further direct and proximate result of the unlawful conduct of discrimination
26 by DEFENDANTS, PLAINTIFF suffered and continues to suffer emotional distress,
27 embarrassment, humiliation, mental anguish, and anxiety, all to her damage in an amount in excess
28 of jurisdictional requirements and according to proof.

1 79. DEFENDANTS committed the acts alleged herein maliciously, fraudulently, and
2 oppressively with the wrongful intention of injuring PLAINTIFF, and acted with an improper and
3 evil motive amounting to malice and in conscious disregard of PLAINTIFF's rights. Because the
4 acts taken toward PLAINTIFF were carried out by DEFENDANTS acting in a deliberate, cold,
5 callous, and intentional manner in order to injure and damage PLAINTIFF, she is entitled to recover
6 punitive damages from Defendants in an amount according to proof.

7 **FIFTH CAUSE OF ACTION**
8 **WRONGFUL TERMINATION IN VIOLATION OF FEHA**
 (By PLAINTIFF Against All DEFENDANTS)

9 80. PLAINTIFF incorporates by reference the allegations set forth in the preceding
10 paragraphs.

11 81. PLAINTIFF took a job-protected leave under CFRA and FMLA. PLAINTIFF was
12 discharged from employment for reasons that violate multiple public policies under FEHA and other
13 laws that protect maternity leave, and prohibit pregnancy discrimination, gender discrimination and
14 retaliation.

15 82. PLAINTIFF was employed by the named DEFENDANTS.

16 83. The DEFENDANTS discharged PLAINTIFF. PLAINTIFF's use of an approved
17 pregnancy leave was a substantial motivating reason for PLAINTIFF's discharge.

18 84. PLAINTIFF was harmed.

19 85. The discharge was a substantial factor in causing PLAINTIFF's harm.

20 86. PLAINTIFF suffers mentally, emotionally, and economically from having her job
21 demoted, modified, and ultimately terminated.

22 87. The remaining DEFENDANTS, as agents, successors, co-conspirators and/or alter
23 egos of DEFENDANT ZENTIST are equally responsible for DEFENDANT ZENTIST's
24 violations.

25 88. As a result of the above discriminatory conduct, PLAINTIFF has retained attorneys
26 to prosecute this action. PLAINTIFF is therefore entitled to reasonable attorney's fees and litigation
27 expenses, including expert witness fees and costs, incurred in bringing this action.

28

1 89. PLAINTIFF is entitled to damages in an amount to be proven at trial, including, but
2 not limited to, back pay and front pay, out of pocket expenses and damages for emotional distress.

3 90. DEFENDANTS engaged in the above discriminatory conduct maliciously,
4 fraudulently, and oppressively, or in conscious disregard of the rights of PLAINTIFF. PLAINTIFF
5 is thus also entitled to recover punitive damages.

6 **SIXTH CAUSE OF ACTION**
7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
8 **(By PLAINTIFF Against All DEFENDANTS)**

9 91. PLAINTIFF incorporates by reference the allegations set forth in the preceding
10 paragraphs.

11 92. In demoting, and ultimately terminating PLAINTIFF in violation of applicable law,
12 DEFENDANTS' conduct was outrageous in that a reasonable person would regard the conduct as
13 intolerable in a civilized community. No reasonable person could conclude it is acceptable to
14 demote and terminate a valued employee and co-founder after taking a legally permitted pregnancy
15 leave. DEFENDANTS intended to cause PLAINTIFF emotional distress or acted with reckless
16 disregard of the probability that PLAINTIFF would suffer emotional distress.

17 93. PLAINTIFF suffered severe emotional distress, including, but not limited to, sleep
18 issues, anxiety, chronic worrying, depression, deep embarrassment and humiliation.

19 94. DEFENDANTS' conduct was a substantial factor in causing the PLAINTIFF's
20 severe emotional distress.

21 95. The remaining DEFENDANTS, as agents, successors, co-conspirators and/or alter
22 egos of DEFENDANT ZENTIST are equally responsible for PLAINTIFF's emotional distress.

23 96. PLAINTIFF is entitled to damages in an amount to be proven at trial.

24 97. DEFENDANTS engaged in the above conduct maliciously, fraudulently, and
25 oppressively, or in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus entitled to
26 recover punitive damages.

27 **PRAYER FOR RELIEF**

28 Wherefore, PLAINTIFF prays for relief as follows:

1. General damages according to proof, however, no less than the amount of \$35,000;

EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 12, 2024

Chambord Benton-Hayes
2831 Telegraph Avenue
Oakland, CA 94609

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202402-23599012
Right to Sue: Song / Avivennas Group, Inc. d/b/a Zentist et al.

Dear Chambord Benton-Hayes:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 12, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202402-23599012

Right to Sue: Song / Avivennas Group, Inc. d/b/a Zentist et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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February 12, 2024

Paulina Song
[REDACTED]
[REDACTED]

RE: Notice of Case Closure and Right to Sue

CRD Matter Number: 202402-23599012

Right to Sue: Song / Avivennas Group, Inc. d/b/a Zentist et al.

Dear Paulina Song:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 12, 2024 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Paulina Song

CRD No. 202402-23599012

Complainant,

vs.

Avivennas Group, Inc. d/b/a Zentist
818 Mission Street. Floor 6
San Francisco, CA 94103

Antoullokhon Kasymov
818 Mission Street, Floor 6
San Francisco, CA 94103

Respondents

1. Respondent **Avivennas Group, Inc. d/b/a Zentist** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Antoullokhon Kasymov** individual as Co-Respondent(s).

3. Complainant **Paulina Song**, resides in the City of **Carmichael**, State of **CA**.

4. Complainant alleges that on or about **May 15, 2023**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's sex/gender, other, pregnancy, childbirth, breast feeding, and/or related medical conditions, family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, pregnancy disability leave (pdl) and as a result of the discrimination was terminated, demoted, other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military

1 exigencies, requested or used pregnancy disability leave (pdl) and as a result was
2 terminated, demoted.

3 **Additional Complaint Details:** On March 12, 2018, Zentist hired Song as a co-founder and
4 Business Development Lead (Chief Business Development Officer). Initially, her annual
5 salary was \$84,000. She was also offered several hundred thousand shares of options to
6 Company common stock (vesting over our years) and other benefits including 2-weeks'
7 vacation per year. She looked forward to growing the company's business in both revenue
8 and team members. She planned to retire from the company and exercise all her stock
9 options once it was profitable to do so. As a co-founder, Song worked diligently growing the
10 team from two (2) to two-hundred (200) employees and helping raise over \$8 million Series
A funding. She oversaw the product's team of eight (8) which launched six (6) products
within the dental insurance technology space. Song was also a final decision maker
overseeing comprehensive business operations and building architecture for daily flow.
Throughout her career at Zentist, Song was allowed to expand her role and take initiative on
various areas she felt the business could improve. By 2019, her salary had doubled at
\$170,000. She was an invaluable company leader.

11 This all changed after she took CFRA/FMLA protected maternity leave in December of 2021
12 through the end of February 2022, a period of approximately two (2) months. Prior to her
13 maternity leave, she was a leader of Zentist and had robust job duties that continually
14 expanded. Upon her return, she was shocked to learn that her position had been given to a
less qualified male employee Jonas Sison (the former, Billing Operations Manager). Song, a
co-founder, was cut out of leadership meetings and stripped of job duties.

15 Prior to her maternity leave, Song had regular meetings with Antoullokhon Kasymov
16 discussing business operations and development. Thereafter, Song repeatedly requested
17 one-on-one meetings with Kasymov; however, he consistently canceled, ignored, or refused
18 to attend said meetings. He also specifically refused to speak with Song about the stripping
19 of her job duties and her ongoing mistreatment within the company which she feared was
20 his attempt to phase her out of Zentist and her co-founder position. On May 15, 2023,
21 Kasymov sent an alarming letter stating her termination date was actually retroactive to April
22 20, 2023.
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1 VERIFICATION

2 I, **Chambord Benton-Hayes**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On February 12, 2024, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Oakland, California**
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