



5. When Koprucki first told her supervisors that she was pregnant, she expected Broadridge to support her and continue to treat her as the model employee she had been for the prior three years. She had always unapologetically embraced her career ambitions and wanted to be a role model for her children, as a mother with a full and rewarding career.

6. Instead, Koprucki's supervisor, Kristy Smith, began to insinuate that Koprucki was not suited to managerial work and, without any discussions with Koprucki, stripped her of nine out of twelve of her direct reports in the months immediately prior to the birth of Koprucki's child. When Koprucki complained about the treatment, her second-level supervisor, Robert Good, reassured her that her career would not be set back.

7. This was a mere sop. Her next performance review gave her her lowest ever score while griping about her maternity leave, prompting Broadridge to quickly sanitize the text of the review without actually restoring her score. Her next review was also low, resulting in lost income. Finally, after having a second child in 2023 and then requesting an accommodation for a pregnancy-related condition, Koprucki was included in a layoff for "redundant" employees. Her responsibilities were given to a man.

8. Koprucki's career has now been set back years. Her achievements have been torn down and her self-esteem has been crushed. The ultimate termination occurred at one of the most vulnerable moments of her life, while she was raising two young children, one of whom was a newborn.

9. She will forever remember that her pregnancy was tied together with the loss of her employment and will likely never be able to trust an employer the same way again.

**JURISDICTION AND VENUE**

10. This Court also has jurisdiction over this matter pursuant to 28 U.S.C. § 1343 as this action involves federal questions regarding the deprivation of Koprucki’s rights under the Family and Medical Leave Act (“FMLA”).

11. Pursuant to 28 U.S.C. § 1391(b), venue is proper in the District of New Jersey because a substantial part of the events or omissions giving rise to this action occurred here, including many of the unlawful employment practices alleged herein.

**PARTIES**

12. Plaintiff Chloe Koprucki is a resident of the State of New Jersey.

13. Broadridge hired Koprucki in 2018 as a Senior Director.

14. At all times between her hiring in 2018 and her termination on June 17, 2024, Koprucki was an “employee” of Broadridge under all relevant statutes.

15. Broadridge Financial Solutions is incorporated in the State of Delaware with its principal office in Lake Success, New York. It is registered to conduct business in the State of New Jersey, where it maintains two offices.

16. At all relevant times, Broadridge met the definition of an “employer” under all relevant statutes.

17. Defendants Rob Good, Kristy Smith, and Amitabh PaulChoudhury were Koprucki’s supervisors during her employment, who participated in relevant employment decisions concerning her, as set forth below.

18. Good, Smith, and PaulChoudhury also met the definition of “employers” under the FMLA.

**ADMINISTRATIVE PREREQUISITES**

19. Koprucki will file a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), and she will move for leave to file an Amended Complaint alleging violations of 42 U.S.C. § 2000e *et seq.*, Title VII of the Civil Rights Act of 1964 (“Title VII”) following the EEOC’s issuance of a Notice of Right to Sue.

**FACTUAL ALLEGATIONS**

**I. Koprucki Joins Broadridge as a Senior Director and Excels**

19. Koprucki is a FinTech professional with 15 years of experience. She obtained an MBA with a specialization in finance in 2009, after which she began working for a consultancy specializing in providing operational and accounting support to financial institutions. Later, she moved to J.P. Morgan, where she worked as an Operations Analyst and Credit Analyst for over four years.

20. After J.P. Morgan, Koprucki pursued her interest in building back-office processes and servicing clients’ outsourced back-office needs by branching out to work for companies specializing in their design, implementation and servicing.

21. By 2018, Koprucki had accrued skills that appealed to Broadridge.

22. In particular, she was fluent in the operational needs of large financial institutions and their clients, and adept at designing and building back-end processes to support complex trades.

23. Broadridge recruited Koprucki and offered her a position as a Senior Director.

24. Koprucki was thrilled to join a firm with the reputation and prestige of Broadridge.

25. Moreover, her new role would give her more visibility from upper management and, therefore, more opportunities to progress upwards in her career.

26. Koprucki joined Broadridge in March 2018 with a portfolio of Tier 1 and Tier 2 clients.

27. These were Broadridge's most and second-most important customers, respectively.

28. Her role was to focus on managing client production inquiries and staying abreast of trends and issues impacting clients to find opportunities to provide better service. In other words, Koprucki was tasked with helping to ensure that Broadridge's FinTech products worked as well as possible for some of Broadridge's most important clients.

29. The role made perfect use of Koprucki's experience at J.P. Morgan as well as her previous five years working for other FinTech companies including HedgeServ and HIS Markit.

30. Indeed, she thrived over the course of her first three years at Broadridge.

31. In all of 2019, 2020 and 2021, Koprucki earned scores of "4, Consistently Exceeds Requirement" on her yearly reviews, out of a total possible of five.

32. (Broadridge very rarely, if ever, gave fives, and consistently scoring a four reflects a consistently heightened level of performance).

33. She reached her bonus goal each year, and in 2019 and 2021 exceeded it by 5% and 14% respectively.

34. She also earned salary increases and met her RSU target each year.

35. During this time, she continuously discussed her career progression with her managers, Amitabh PaulChoudhury and Robert Good.

36. A perennial theme of these conversations was that Koprucki sought advancement to the Vice President (“VP”) level.

37. Both PaulChoudhury and Good encouraged this ambition and stated many times that Koprucki had a path upwards at Broadridge.

38. By 2021, Koprucki was managing a team of 12 employees. She was on her way to the next level at Broadridge.

39. Her upward trajectory came to a halt on February 4, 2021, when she told PaulChoudhury that she was pregnant. February 4, 2021 also marked the beginning of the gradual elimination of her responsibilities.

## **II. Broadridge Places Koprucki on the “Mommy Track”**

40. On February 24, 2021—just 20 days after informing PaulChoudhury that she was pregnant—Koprucki learned that she would now be reporting to Kristy Smith, Vice President of Service Delivery.

41. In 2019, Smith had made a troubling comment that would explain her subsequent mistreatment of Koprucki.

42. One of Koprucki’s direct reports, Kimberly Revilleza, informed Koprucki that she planned on taking a maternity leave. Because Revilleza had a dotted line reporting to Smith, Koprucki went to Smith to discuss the maternity leave and potential coverage.

43. When the conversation turned to how and when Revilleza would return, and Koprucki began a sentence along the lines of “when Kimberly returns . . . ,” Smith interrupted her to say emphatically “if she returns.”

44. This suggested that Smith believed Revilleza would not return.

45. Yet neither Koprucki nor Revilleza had said anything to indicate Revilleza would leave Broadridge or would otherwise become unable to work.

46. Koprucki found the comment gratuitous and worrisome. It indicated a stereotyped view on the part of Smith: that women who get pregnant and have children will lose focus or interest in working.

47. Unsurprisingly, upon taking on Koprucki as a direct report, Smith quickly began insinuating, without reason, that Koprucki was unqualified for her role or not performing well.

48. Paul Choudhury had undoubtedly informed Smith upon learning of Koprucki's pregnancy.

49. In early March 2021—within a few weeks of her becoming Koprucki's manager and a mere month after Koprucki told the company about her pregnancy—Smith pointedly asked at a meeting between her and Koprucki whether Koprucki needed all of her employees merely to “manage the Fixed Income Service Desk.”

50. Her question implied that Koprucki's only task was to manage the Fixed Income Service Desk.

51. Koprucki, of course, did more than that. She also managed numerous client relationships (the role for which she was originally hired) and had recently been charged with building out operations for the Client Services Desk for Broker Processing Services (“BPS Service Desk”).

52. Smith did not acknowledge any of these other responsibilities.

53. This was not because she misunderstood Koprucki's role. Instead, she seemed to be operating on the discriminatory assumption that Koprucki was only performing one of her many duties effectively.

54. On March 30, 2021, Koprucki arranged a meeting to discuss some of the employees who reported to her.

55. In the middle of this conversation, Smith jumped on an opportunity to begin demeaning Koprucki's achievements and to pressure her to accept reduced responsibilities.

56. Her words confirmed that the conversation earlier that March was not based on a misunderstanding about Koprucki's tasks, but on negative assumptions with no basis in Koprucki's proven record of accomplishments at the company.

57. Smith then asked Koprucki if she would rather be an "individual contributor"—in other words, lose her role as a manager.

58. This could only be construed as a demand to accept a demotion, and it could only have come from a belief on the part of Smith that Koprucki could not handle her current duties.

59. Koprucki responded unambiguously that she was happy as a manager and saw her best opportunity for career growth in what she was doing.

60. She saw herself as well-suited to her current job, felt respected and comfortable within her now-large team, had already notched significant achievements and had only just begun building out the BPS Service Desk, a task that would present another significant opportunity for Koprucki to prove her worth to the company and advance another step towards the VP ranks.

61. By the end of the meeting, Smith should have held no misconceptions about Koprucki's goals at the company.

62. Yet, from this time, through when she went on maternity leave in July 2021, and beyond, Smith began steadily reducing both Koprucki's team and the scope of her responsibilities.



63. Some of these changes rolled in slowly or were accomplished through several sub-steps, but the final outcome was always either further diminishment of Koprucki's team or of her responsibilities.

64. For example, on April 9, 2021, one of Koprucki's reports, Dan Ventura, resigned. Broadridge backfilled his position but moved the backfill employee to another manager.

65. This left Koprucki to absorb Ventura's previous responsibilities without extra help.

66. Meanwhile, Smith continued questioning Koprucki's capacity to work as a Senior Director.

67. On April 12, 2021, Smith asked Koprucki over the phone what she "spent time on?" and asked her to explain how she "operated."

68. These were patronizing questions, once again signaling Smith's unwarranted dim view of Koprucki's abilities.

69. Smith then told Koprucki that she would be losing another of her direct reports, Paul Kuchinsky, who would be moving to work under Senior Director of Client Services Kevin Shanley.

70. Kuchinsky handled many of the operational aspects of the BPS Service Desk.

71. Losing him would make it harder for Koprucki to implement her plans for revamping it.

72. On May 3, 2021, Smith told Koprucki that she would be losing three more direct reports, including Eion Bacchus, who, like Kuchinsky, had handled some of the operational aspects of the BPS Service Desk.

73. Bacchus, along with the two others, would move to report to Marc Pinsky, who would also take responsibility for the BPS Service Desk.

74. Pinsky, and several of the other managers receiving these new direct reports, would be concurrently promoted.

75. The upshot of these changes was that Koprucki had lost a major responsibility.

76. Losing the BPS Service Desk was a blow to Koprucki's career, stripping her of one of her major responsibilities and deeply impacting the terms and conditions of her employment.

77. Not only had this project presented a major opportunity for her to continue on her upward career trajectory, but she had been given the task in recognition of her merits as a manager.

78. By this point, Koprucki had already kicked off a revamp of the BPS Service Desk, including cross-training new users, integrating the operational tasks of Bacchus and Kuchinsky, and creating a system to prioritize incoming tickets.

79. It appeared not only unfair but inefficient to move the assignment to someone who was less familiar with it and had not had the same opportunity as Koprucki to get to understand the problems with the BPS Service Desk.

80. Had Smith honestly compared the two, she would have hesitated to give Pinsky the additional work and larger team.

81. The two began at Broadridge at around the same time, but Pinsky had begun below the Director level and actually reported to Koprucki for a period.

82. Unlike Koprucki, Pinsky did not have an MBA.

83. Finally, he was only promoted to the Director level when he took on Koprucki's previous direct reports.

84. Before this promotion, he had no experience managing other employees at Broadridge.

85. On or around May 15, 2021, another of Koprucki's direct reports, Tom Moran, moved to Kevin Shanley's team to take a new role.

86. While on Koprucki's team, Moran had acted as a Service Guardian for a major client, Apex, meaning that Koprucki, as his supervisor, also serviced Apex.

87. He also had some lower-level administrative responsibilities.

88. When he left for Shanley's team and was backfilled, Smith moved the backfill employee off of Koprucki's team, then took responsibility over the Apex relationship and left Koprucki with the residual administrative tasks from Moran's role.

89. In addition to Apex, Smith took numerous other Tier I and Tier II clients away from Koprucki.

90. By this time, Koprucki was distraught. She was two months from having her first child and, in the span of a month, Smith had effectively stripped about half of Koprucki's team and many of her major clients while also removing her responsibility over the BPS Service Desk—a responsibility, moreover, that had been important to Koprucki's future career development.

91. Smith made these changes without offering Koprucki any explanation.

92. When Koprucki finally received an explanation about a year later, it made no sense.

**III. Broadridge Retaliates after Koprucki Makes a Protected Complaint**

93. Unwilling to be forced into a decision between motherhood and her career, Koprucki complained to Human Resources (“HR”) representative Colleen Francis in May 2021.

94. In this initial call, Koprucki expressed her fear that she was being “mommy tracked,” as she herself phrased it, and that Smith was stripping her of reports and duties because of her pregnancy.

95. Francis opted for an informal process in response to the complaint.

96. She offered to host a call between herself, Koprucki and Good to allow Koprucki to air her concerns and see if Good could offer any support.

97. The call occurred during the first week of June 2021.

98. Good rushed to reassure Koprucki that her maternity leave would have no impact on her employment.

99. He was clearly eager to create a favorable HR record.

100. He simultaneously failed to acknowledge the clear impact her pregnancy announcement already had on the terms and conditions of her employment.

101. He made further specific promises in responses to Koprucki’s questions and concerns during this call.

102. After Koprucki complained that Smith had offensively pushed her towards an individual contributor position, Good responded that Smith had been genuinely attempting to explore career options with Koprucki.

103. This was just a spin.

104. He also claimed that individual contributors enjoyed the same prestige and opportunities as managers.

105. This claim was disingenuous.

106. He then specifically promised Koprucki that she could keep her role as a manager if she wanted, that he and the company would fully support her in doing so and that he and the company viewed her as a future manager.

107. When she complained about losing so many reports and responsibilities, Good responded that the shifts reflected business needs, that they had nothing to do with Koprucki's pregnancy, and that the Company viewed her remaining tasks as extremely important to the company's mission.

108. While he strove to comfort Koprucki and keep the conversation buoyant, he offered little advice.

109. He said he would speak with Smith to clue her into Koprucki's career concerns.

110. He also suggested that Koprucki herself should have a conversation with Smith about Smith's expectations for her.

111. In spite of Good's promises, Koprucki's career continued to disintegrate.

112. Around a month after speaking with Good, and within mere days of Koprucki giving birth, Smith removed another three of her direct reports, Jack Petrella, Ray Micucci and Sukhvir Gill.

113. By the time she returned from maternity leave in late December 2021, Koprucki had only three direct reports left.

114. This count includes an open slot on her team that was slated to be filled by a consultant; she had only two people actually working for her when she returned from leave.

115. Before announcing her pregnancy, she had had twelve.

116. While her supervisors continued to reassure her that she had a bright future as a manager, she had progressively lost 75% of her team in just eight months.

117. As 2022 began, Koprucki hoped to consolidate what remained of her position.

118. She continued to successfully manage the Fixed Income Services Desk and service her remaining clients.

119. In February 2022, Smith took on a new role and stopped supervising Koprucki.

120. After a short period when she reported to Good, PaulChoudhury became Koprucki's supervisor once more.

121. Then, in August 2022, Koprucki was shocked to receive a year-end review that slammed her performance and contained almost purely negative comments.

122. Since the Broadridge fiscal and review year begins and ends on June 30 (with the review following in August), this was the review that covered the period of her maternity leave from July to December 2021.

123. Indeed, this review directly referenced the maternity leave, saying "while out on maternity leave, there was a need to hire a new associate and there was very little training plans, documentation, or workflows saved centrally to use."

124. The criticisms in this comment scarcely covered an expression of raw resentment about Koprucki's maternity leave.

125. These criticisms were, in short, baseless.

126. Koprucki had left instructions for anyone covering her role during her maternity leave, as she was required to do.

127. Apparently, the writer of this review had expected her to anticipate a new hire about which she had not been informed before she took her leave, and to plan and implement a training program for them.

128. Broadridge, however, has never depended on written training plans of this kind.

129. The review contained other negative comments that were equally baseless.

130. Koprucki did not at first know who had written this unstintingly hostile document about her.

131. While it named PaulChoudhury as the author, Koprucki did not think it sounded like his voice.

132. He also had not previewed any of the review's criticisms with her.

133. When she called him about it, he said Smith had written it, since Koprucki had reported to her for two-thirds of the year (although for most of that time, Koprucki was on maternity leave).

134. He agreed with Koprucki that the review was "awful."

135. Koprucki was dismayed and furious. While she had trusted in senior managers to help her following her first formal complaint, Koprucki now realized that they would not protect her.

136. On August 19, 2022 Koprucki created a written record with Francis, the HR employee.

137. Her complaint stated that she believed Smith had discriminated against her on the basis of pregnancy and retaliated against her because of her protected complaints and for taking protected maternity leave.

138. It described in detail how Smith had dismantled her team and stripped her of key responsibilities after Koprucki had informed Broadridge of her pregnancy.

139. It also stated that the experience had been emotionally traumatic and that Koprucki still faced diminished career prospects because of the treatment.

140. Contrary to Francis' response to Koprucki's first complaint of discrimination, Francis responded that it was company policy to conduct an investigation after a complaint and that she would do so.

141. The same day, Smith sent her a meeting request to "go over" the review. Koprucki declined the invitation.

142. Several days later, Koprucki spoke with Good about the review and her complaint of discrimination and retaliation.

143. Koprucki listed all of its inaccuracies and misstatements and defended her performance.

144. Good claimed that the rating number could not be changed as a rule (as Broadridge apparently has a policy meant to discourage disputes over performance ratings).

145. However, Good said that the wording of the review could be changed.

146. Just a few days later, it was.

147. Critical remarks were made constructive, and the review was rewritten in a way generally appropriate for a manager with a stake in Broadridge's business.

148. It also removed any reference to her maternity leave.

149. Of course, these changes served Good's and Broadridge's purpose, by allowing them to bury a liability.



150. Koprucki also once again raised with Good the topic of the changes to her employment in 2021.

151. During that period, Smith had stripped Koprucki of numerous direct reports, client accounts and responsibilities.

152. In response, Good first explained that Smith had moved accounts and personnel away from Koprucki to focus her on the services desk.

153. This made no sense, since Marc Pinsky had handled both service desk and client-account responsibilities after receiving the BPS Service Desk responsibility from Koprucki.

154. Second, Good admitted that Pinsky had made no progress on developing the BPS Service Desk.

155. This came as a surprise. Koprucki knew that much could have and should have been accomplished in that year, and that she would have significantly advanced the development of the BPS Service Desk had she kept her responsibilities.

156. In other words, the decision to give Pinsky the BPS responsibility appeared to have been made with little concern for whether he could actually handle the work as compared to Koprucki, who had already proven she could.

157. A few weeks after the formal complaint, Francis informed Koprucki that the company's investigation had not produced any evidence of discrimination or retaliation, and the case was now closed.

158. No one had ever reached out to Koprucki to interview her.

159. Francis shared nothing at all about the fact-finding that had been done or why or how the investigation had come to its conclusion.

160. Francis then reassured her that Smith had not been informed of the investigation.

161. Yet Koprucki had left no doubt that she wanted to file a formal complaint and wanted Broadridge to undertake a full investigation.

162. It made no sense for Francis not to have interviewed Smith.

163. Koprucki then asked, surprised, “you interviewed her, but she doesn’t know about the formal complaint?”

164. Francis did not respond to the question at all.

165. Her nonresponse left it uncertain whether Smith had been interviewed.

166. If any investigation at all occurred, it was perfunctory and aimed merely at creating a favorable record for Broadridge. Broadridge’s response, in sum, was a cover up.

167. After making her complaint, and in spite of his assurances that doing so would have no effect on her career, Koprucki noticed a deterioration of her relationship with Good.

168. While the two had regular monthly check-ins before she complained, he scheduled very few after she complained.

169. He showed little interest in her work or career, including giving short responses to her presentations to him and failing to follow up on her efforts.

170. Despite the setbacks she faced because of Broadridge’s discrimination, between 2022 and 2023, Koprucki continued to excel in her role.

171. In this period, Koprucki’s team took on eight additional clients without additional employees to cover them—a major increase in workload that Koprucki managed without a hitch.

172. In addition, Koprucki helped generate hotline metrics for both the BPS Service Desk and Fixed Income Service Desk, so that she and other managers could gain insight into their performance and understand where improvements might be needed.

173. She also developed new procedures to decrease the time it took to handle client tickets.

174. She also took the lead in developing disaster recovery protocols, a major client concern in the era of climate change, amongst many other accomplishments.

175. These are given merely as examples of her many successes in this time period.

#### **IV. Broadridge Terminates Koprucki After Her Second Maternity Leave**

176. In Autumn 2022, Koprucki received the good news that she was once again pregnant.

177. Of course, she could hardly greet that news with joy at this stage, after what she had experienced during her first maternity leave. Nonetheless, she remained confident in her record of performance as well as her ability to live up to Broadridge's standards, as she always had.

178. Around this time, she informed her supervisor, PaulChoudhury, that she would take a maternity leave beginning in or around May 2023.

179. Even though he knew why she was going on leave, and even though she was visibly pregnant, PaulChoudhury referred to her maternity leave as a "vacation."

180. Specifically, in a discussion about some of Koprucki's responsibilities, PaulChoudhury said she could handle them "when she got back from her vacation."

181. This signaled his belief that Koprucki had made an arbitrary decision to take time off from work.

182. Shortly after Koprucki's leave began (and true to the pattern she had experienced already), she received a performance rating and compensation lower than any of the full year reviews from before her pregnancies.

183. She once again received a rating of three (out of five).

184. Koprucki also received her lowest ever bonus allotment, at 85%.

185. Apart from being suspect due to its close proximity in time to her going on maternity leave, it made no sense based on her performance, as rated.

186. While a three out of five was lower than what she had earned through her superlative performance, it still signified a “solid” performance that “met expectations,” and should have entitled her to her entire bonus allotment.

187. Koprucki returned from her maternity leave in January 2024, once again fearing the worst.

188. Upon her return, she requested and received an accommodation to continue working from home through the summer of 2024, owing to complications with her recovery from birth.

189. After Koprucki’s return, PaulChoudhury’s attitude towards her and her work shifted markedly.

190. He stripped Koprucki of her responsibility for setting the agenda for weekly team meetings without explanation.

191. In meetings with Koprucki, he also began closely scrutinizing her team’s “time spend.”

192. This was something he had never done previously and demonstrated his sudden skepticism of Koprucki’s team, within mere weeks of her returning from maternity leave.

193. Finally, he stopped the process of moving several major clients to Koprucki, though these had been discussed before her maternity leave and she had already agreed to take them.

194. Again, no explanation was offered for this diminution of responsibilities.

195. Well after PaulChoudhury began making these changes to the terms of Koprucki's employment, word began to circulate that Broadridge would soon face a layoff.

196. In 2024, the company's CEO, Tim Gokey, sent an email to all employees called "Broadridge 4.0 Strategy" to preview and justify the coming layoffs.

197. The document was vague, as such documents tend to be, but it did name as one goal the reduction of unneeded "layers" in management. In other words, the company would be targeting what it viewed as unnecessary or underutilized managers.

198. As such layoffs are invariably carried out by lower-level managers exercising discretion, such standards about who is unnecessary and underutilized can easily lead to discriminatory animus leaking into the decision-making.

199. To her shock, on June 17, 2024—within months of returning from maternity leave, and while she was still receiving a maternity-related accommodation—Koprucki received a notice of termination, explaining that she had been selected for the layoff.

200. Based on the explanations offered by Gokey for the layoff, she had been selected for the layoff because she was viewed as a redundant "layer" of management,

201. This could only mean the decision makers in this layoff viewed her as underutilized and unnecessary to the organization.

202. Here, it was undoubtedly PaulChoudhury and Good who were the final decision makers in including Koprucki in the layoff.

203. Both at one time or another had betrayed hostility towards her complaints and pregnancy, with subtle and unmistakable coldshouldering and sidelining of her efforts as an

employee, within close temporal proximity to her announcement of her pregnancies or her maternity leaves.

204. It was untrue, however, that she was unnecessary or underutilized.

205. In fact, this was the same sort of stereotype Smith had operated under when she dismantled Koprucki's role originally.

206. Koprucki was, to the contrary, a productive and respected team member who performed at a high level.

207. Indeed, in a call about the termination, Francis would tell Koprucki that the layoff "had nothing to do with Koprucki's performance."

208. If it were at all true that she had diminished responsibilities, this was owing solely to the discriminatory "mommy tracking" she had experienced in the prior years.

209. By this time, Koprucki had already lodged with the organization an oral complaint and a formal written complaint about her experience of pregnancy discrimination at the hands of her supervisors. The crux of that complaint was that she had lost responsibilities because of pregnancy discrimination.

210. The person who made the decision to include Koprucki in the layoff must have known of this complaint and should have understood, therefore, that any false appearance of underutilization stemmed from pregnancy discrimination.

211. The decision was also shocking because Good had promised to protect Koprucki's career and had reassured her several times that she had a strong reputation as a manager and would continue on her upward career trajectory.

212. Assuming what is likely—that he had decisive input in the decision to lay Koprucki off—Good had either been lying all along or had ultimately adopted the discriminatory

attitude that Koprucki had little to offer the organization because of her pregnancies, motherhood and protected accommodations.

213. The circumstances of the layoff call into question whether there was any business reason at all to include Koprucki.

214. This was, first, very nearly a “layoff” of one.

215. The only other person selected from the pool of Service Delivery employees under consideration for reduction held a different role within the Service Delivery team.

216. As Broadridge disclosed in its Older Workers Benefit Protection Act disclosure, the decisional unit for the layoff were levels 6-8 in the Global Technology and Operations business units of the Service Delivery team.

217. This decisional unit contained over 80 employees, making this a scalpel-precise layoff of around 2.5% of the total decisional unit.

218. It is difficult to credit that, out of a team of over 80, only two people created unnecessary “layers” of management.

219. Second, six other Senior Directors of Client Services in this decisional unit kept their jobs.

220. A comparison between Koprucki and several of these Senior Directors of Client Services shows just how much her pregnancies had prejudiced her position at the company.

221. Notably, two of those not selected were men who had both received employees from Koprucki’s team during Koprucki’s pregnancy in 2021.

222. They had also started in the company at a lower level.

223. Finally, they had only been promoted to the Senior Director rank in or around 2022, after Koprucki had already been working in that role for four years.

224. Both of these promotions, moreover, coincided with Smith's redistribution of Koprucki's team.

225. This strongly implied that both men had risen at Koprucki's direct expense.

226. The comparison to one of these two men, Marc Pinsky, is especially telling.

227. Pinsky had received during Koprucki's pregnancy not only three members of her team, as explained above, but also her supervision of the BPS Service Desk.

228. Moreover, as Good had admitted, Pinsky had not even fulfilled his mandate of building out the BPS Service Desk.

229. As also explained above, Pinsky had less experience managing others at the company and did not have an MBA.

230. But thanks to Broadridge's previous and ongoing discrimination against Koprucki, Pinsky was the one viewed as fully utilized and as a necessary layer of management within the organization.

231. Koprucki later learned that her job responsibilities had been given to a man, Walter Edmonson. He would be reporting to Paul Choudhury—in other words, taking Koprucki's exact position.

232. This belied the explanation that the layoff was aimed at getting rid of unnecessary "layers."

233. Unfortunately, "mommy track" is all too accurate a description of the path Koprucki was forced to walk at Broadridge, and perfectly describes her treatment: progressively sidelined and ultimately deemed irrelevant to the company.



234. Koprucki's inclusion in the 2024 layoff is the unmistakable culmination of years of discrimination and retaliation, which the facially neutral format of a layoff does nothing to disguise.

**FIRST CAUSE OF ACTION**  
**(Retaliation in Violation of FMLA)**  
*Against all Defendants*

235. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation in the preceding paragraphs, as though fully set forth herein.

236. The FMLA makes it unlawful to retaliate against an employee who has exercised or attempted to exercise her FMLA rights, or who has opposed or complained about any unlawful practice under the FMLA.

237. By the conduct described above, Defendants retaliated against Plaintiff for exercising her FMLA rights.

238. As a result of Defendants' conduct, Koprucki has suffered economic injury for which she is entitled to monetary damages in an amount to be determined at trial.

239. Defendants' unlawful actions were willful. Koprucki is therefore entitled to an award of liquidated damages.

**SECOND CAUSE OF ACTION**  
**(Discrimination in Violation of the New Jersey Law Against Discrimination)**  
*Against all Defendants*

240. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation in the preceding paragraphs, as though fully set forth herein.

241. The New Jersey LAD makes it unlawful to discriminate against an employee because of her sex and/or pregnancy or her familial status.

242. By the actions described above, Defendants discriminated against Koprucki because of her sex and/or pregnancy and her familial status.

243. As a result of Defendants' conduct, Koprucki has suffered economic and noneconomic injury for which she is entitled to monetary and other damages in an amount to be determined at trial, together with an award of punitive damages in an amount to be determined at trial, and any and all other available relief including attorneys' fees and costs.

**THIRD CAUSE OF ACTION**  
**(Retaliation in Violation of the New Jersey Law Against Discrimination)**  
***Against all Defendants***

244. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation in the preceding paragraphs, as though fully set forth herein.

245. The New Jersey LAD makes it unlawful to retaliate against an employee because she has opposed or complained about any unlawful practice under the New Jersey LAD.

246. By the actions described above, Defendants retaliated against Koprucki because she complained about Broadridge's unlawful pregnancy discrimination.

247. Defendants Broadridge, Rob Good, and Amitabh PaulChoudhury also retaliated against Koprucki because she requested and received an accommodation for disability.

248. As a result of Defendants' conduct, Koprucki has suffered economic and noneconomic injury for which she is entitled to monetary and other damages in an amount to be determined at trial, together with an award of punitive damages in an amount to be determined at trial, and any and all other available relief including attorneys' fees and costs.

**FOURTH CAUSE OF ACTION**  
**(Retaliation in Violation of the New Jersey Family Leave Act)**  
***Against Defendant Broadridge***

249. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation in the preceding paragraphs, as though fully set forth herein.

250. The New Jersey Family Leave Act makes it unlawful to retaliate against an employee because she has complained about a violation of the act and/or exercised any right granted under the Act.

251. By the actions described above, Broadridge retaliated against Koprucki because she exercised her rights under the Act.

252. As a result of Broadridge's conduct, Koprucki has suffered economic injury for which she is entitled to monetary and other damages in an amount to be determined at trial, and any and all other available relief including attorneys' fees and costs.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions of Defendants complained of herein violated the laws of the United States and the State of New Jersey;

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

C. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for all monetary and/or economic damages;

D. An award of damages in an amount to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for her mental anguish and emotional distress, emotional pain and suffering and any other physical and mental injuries;

E. Reinstatement;

F. An award of damages to be determined at trial, plus pre-judgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

G. An award of punitive damages;

H. An award of costs that Plaintiff has incurred in this action, as well as reasonable attorneys' fees to the fullest extent permitted by law; and

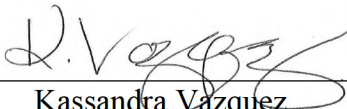
I. Such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

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

Dated: January 6, 2025  
New York, New York

**WIGDOR LLP**

By:   
Kassandra Vazquez  
Meredith A. Firetog  
John S. Crain

85 Fifth Avenue  
New York, NY 10003  
Telephone: (212) 257-6800  
Facsimile: (212) 257-6845  
[kvazquez@wigdorlaw.com](mailto:kvazquez@wigdorlaw.com)  
[mfiretog@wigdorlaw.com](mailto:mfiretog@wigdorlaw.com)  
[jcrain@wigdorlaw.com](mailto:jcrain@wigdorlaw.com)

*Counsel for Plaintiff*