1. I have answered all these in the affirmative, and was found to be speaking the truth with the highest possible integrity.
2. Reading the assessor’s report (which, to date, I have not received) it appears that Mr. Efrati, too, took a polygraph test and was found to be speaking the truth, however, unexplainably, the questions he was asked were not listed, so there was no way to ascertain whether, as the assessor claims, these results were in any contradiction to the results of the polygraph test I have undertaken,
3. The entire issue was kept secret by me for years – I had no wish to lay out in full view, for all to see, something I feel deeply ashamed of, and this is the fact that, in spite of my view of myself as a woman that is, as I see it, independent, strong and assertive, a qualified professional in my area, etc. not only was I sexually harassed by my manager, a person whom I valued highly and even considered a friend, including during the harassment period, (it is clear to me that, outwardly, this seems odd, but even when I rejected his embracing, touching, his crude sexual speech, and his contact attempts, and even when I have asked him to stop his harassing behaviour, that often made me feel nauseous, still I saw positive sides in him, and considered him an old friend, at whose side I worked for many years and with whom I had a mutual past personal history).
4. I therefore did not act more decisively, and was unsuccessful in my attempts to stop this behaviour, but ‘allowed’ this harassment to go on. Manifesting a tolerance that I can not explain, I held my shame and kept quiet, maybe in the (mistaken) thought that in spite of our past connection, it will eventually become possible to keep the relationship on friendly terms only – all this until I realised that the harassment (that ended, as previously stated during 2017), now turned its ugly face to a no-less ugly attempt to hurt me.
5. I would like to say, at the outset, that a few months ago, after a serious discussion I had with Dr Bachar, who intended making changes to the scope and responsibilities of my job (I admit, that I found this to be very surprising at the time, as I thought that these changes would hurt company activities, as well as its business results, although Dr Bachar promised me, at the time, that my income will not be affected). At the end of this, after an open and fair discussion I had with Dr Bachar, to my contentment, we have reached certain understandings successfully and it looked like we were “on our way”.
6. I have received an expressed promise to that effect from Dr Bachar, and I was supposed to continue my work, as per the conditions of the new agreement, as the manager of the branches, a job I have been doing successfully (according to unequivocal numerical and quantitative figures, as confirmed also by Dr Bachar), for more than a year-and-a-half, managing the sale of assistive-applications at the branches and as the person responsible for Opticana.
7. However, less that a week later, I was summoned, together with Ms Limor Amran to a work-meeting with Mr Efrati. It was an unusual meeting, as Mr Efrati does not usually deal with such issues and his contact with me on all ongoing work related issues since December 2015 is minimal (especially as lately he is less involved with the ongoing running of the company, and is busy with his own relevant issues). And so, against this background, things were said in the meeting that are out of all context and practice in the company. Mr Efrati informed me, in the presence of the other employee, of unilateral changes to my job, my areas of responsibility, In a way that affects negatively me and my position (and, I later learned, my income, as well) – changes that contradicted the understandings I have reached with Dr Bachar a few days earlier.
8. But it was not only the content of what Mr Efrati said, but also the way he expressed himself. In the past, during the period of harassment, in all work-related areas and, of course, in the presence of others, Mt Efrati always treated me in the most friendly manner, naturally, with great respect, expressing satisfaction and offering very high praises. Suddenly, from one minute to the other, all this changed, and not only did he discuss hurtful steps unilaterally, without asking for my reaction, or hearing me, while preventing me from responding (this never happened before, my opinion was always sought and appreciated) but he also did this in a condescending, hurtful tone of voice. This was a sudden, sharp change without having any external reason for such a behaviour.
9. In the course of the meeting, Mr Efrati detailed the forthcoming changes, the gist of which is that the company reneged on all the agreements I have reached with Dr Bachar. It was plainly obvious, both in content and the manner of speech, that Mr Efrati came to the meeting with the intention of hurting me, of minimising my position with no concrete reason of doing this, and in contradiction to the agreements reached with Dr Bachar.
10. I came out of the meeting not only hurt, but also with the clear understanding that what happened, the fact that Mr Efrati, whom I considered to be a supportive person, even a friend (my aversion to his harassments notwithstanding) turned against me. Mr Efrati behaved and expressed himself as one who wished to hurt me, my position, my duties, without any expressed or evident reason, in contradiction to the agreements reached with Dr Bachar (of which Mr Efrati was aware), with the only motive being the personal relationship between us, namely – my objection to him harassing me, that ended, as I described here, to him stopping harassing me – reluctantly.

A. The chapter telling how the company turned around, from a situation in which the company expressed its full support of me, and in which Mr Efrati apologised and announced he will be leaving the company, and so it was agreed (leading me to believe that issue is closed), to one in which the company reneged on the agreement a few days later – and I realised that the company, at the advice of its lawyer, have pulled the wool over my eyes.
11. On 10.7.2010 I turned to Dr Bachar and outlined the fact that Mr Efrati harassed me sexually and that lately he is also trying to mistreat me, on that background. During our discussion, Dr Bachar attempted to convince me to “leave in the past things that happened in the past” and not pursue them. In spite of his suggestion, I decided to lodge a complaint and on 11.07.2017 I spoke to Dr Bachar once more, and expressed, to avoid any doubt, my request to investigate my claims of harassment by Mr Efrati.
12. On 12.07.2017 I presented Dr Bachar with some of the litany of harassments I endured from Mr Efrati in recent years. I stressed to Dr Bachar that I am bring these things to the fore now because I feel that Mr Efrati has embarked on attempts to hurt my position and my job, on the background of these acts of harassment.
13. Two weeks earlier I expressly asked Dr Bachar not to work with Mr Efrati, stating that I feel that Mr Efrati wishes to hurt me and my position in the company, for personal reasons.
14. I have been told that immediately after I lodged the complaint, an initial inquiry has been undertaken by Dr Bachar and the company’s legal advisor Adv. Shavi Michaeli.
15. Thus, after an inquiry involving Mr Efrati on 12.07.2017 Dr Bachar told me that Mr Efrati expressed to Dr Bachar an apology concerning his behaviour, and that he also wished to apologise to me personally and directly. I said that I am not interested in an apology. Following all this, Dr Bachar said that the company accepts my claims and sees my as the victim, and that Mt Efrati will not continue to work in the company. Dr Bachar said further that he believed my words (“within three minutes”) and later he also said that he believed me, otherwise he would not have allowed Mr Efrati to leave, as agreed.
16. I heard similar things from Adv. Michaeli, in the presence of Dr Bachar, when Adv. Michaeli promised me that Mr Efrati will not work in the company anymore, and commended me on my brave decision to brings the events into the open, stressing that the company is standing behind me, he then spoke to Mr Chavia, my partner who was present in the office at the time, and told him that Asher Efrati admitted the accusations, and that Mr Chavia should support me, as the victim, and that the company will not make it possible for such a person to work there. I wish to point out that, at this stage, Adv. Michaeli heard Mr Efrati’s version of things from him, and my version from Dr Bachar.
17. During the same discussion, on 12.07.2017, a statement and an undertaking were given that the company intends to terminate Mr Efrati’s employment forthwith. Based on these a-priori fundamentals concerning Mr Efrati, understandings were reached between the company and myself, according to which my position and job particulars in the company will remain unchanged, and that Mr Efrati’s employment will be terminated.
18. I have voiced satisfaction with these understandings, and saw them as a sincere expression of the company resolve to assume immediate responsibility, as is expected from any employer, including by law, in a company who considers itself, as I felt throughout the years of employment there, as a supportive place of work that nurtures close, warn interpersonal relationship among the workforce.
19. Further, during the same discussion, Adv. Michaeli informed me that Dr Bachar will report about the event to Amplifon that same evening. Later, however, Dr asked to postpone reporting to Amplifon to the following morning.
20. The importance I make of this, at the advice of my lawyers, is that this goes hand in hand with obligations under the Prevention of Sexual Harassment Law – 1998 (hereafter “The Law”), and against the background of Mr Efrati’s choices.
21. However, within a few days it became clear to me that the the only aim of the initial position of the company was to spare Mr Efrati any embarrassment.
22. The company reneged on its agreements, arguing that Mr Efrati told about the events to his wife and, therefore, that he wishes to continue to work in the company. At the same time, apparently, Mr Efrati changed his version of things, now claiming that his sexual acts towards me were consensual.
23. At this stage ‘the tunes’ changed and the company turned back on agreements reached between us, and the attitude toward me changed in a sharp and hurtful manner, when on 16.07.2017 I was told that Mr Efrati’s employment will only be terminated gradually, over a few months, and not forthwith, as I was told on 12.07.2017, and that thereafter he will return to the company offices in the guise of an ‘external advisor’.
24. Following this, on 24.07.2017, Adv. Michaeli, the company’s legal advisor, changed his position completely, now arguing that he has no doubt that I was not harassed. The very fact of him saying this, in the context of the events, points at the biased and discriminatory position of Adv. Michaeli. (I have checked this with my lawyers, who say that according to the approach taken in Labour Courts, the “staining approach”, one cannot separate legal reasoning from discriminatory reasoning, and that, accordingly, discriminatory reasoning stain one’s conduct in general).
25. On the background of the events described here, my advisors and I voiced our lack of trust in Adv. Michaeli’s ability to be part of the investigative system appointed by the company. Accordingly, we suggested that the company appoints an external investigator, free from connections and allegiances, to investigate the complaint.
26. At the same time, I re reiterated that I am willing to set in writing and execute the agreements already reached, according to which my position, the scope of my job and all rights and benefits accrued to me during two decades of dedicated work in the company, and that, at the same time, Mr Efrati will cease to be employed by the company forthwith and will not fill any other position in it – but the company wriggle out of these agreements, arguing that things have changed, after Mr Efrati retracted his admission of guilt and apology, now denying any guilt, and requesting an investigation.
27. I wish to make it clear, that my request was, and remain, to keep working in the company according to the agreements I have reached with Dr Bachar and that Mr Efrati will be removed from his position and his employment terminated, and nothing else, and all this to enable me to continue to do my job, and prevent damage from the company.