

1 Carney R. Shegerian, Esq., State Bar No. 150461
2 CShegerian@Shegerianlaw.com
3 SHEGERIAN & ASSOCIATES, INC.
4 225 Santa Monica Boulevard, Suite 700
5 Santa Monica, California 90401
6 Telephone Number: (310) 860-0770
7 Facsimile Number: (310) 860-0771

8 Attorneys for Plaintiff,
9 CYNTHIA BEGAZO

FILED
Superior Court of California
County of Los Angeles

JAN 06 2016

Sherri B. Carter, Executive Officer/Clerk
By Raul Sanchez Deputy

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 CYNTHIA BEGAZO,

14 Plaintiff,

15 vs.

16 PASSAGES MALIBU PHP, LLC,
17 PASSAGES SILVER STRAND LLC,
18 GRASSHOPPER HOUSE, LLC,
19 MARINA MAHONEY, PAX
20 PRENTISS, CHRIS PRENTISS, and
21 DOES 1 to 100, inclusive,

22 Defendants.

Case No.: BC 595 150

[Assigned for all purposes to the Honorable
William F. Fahey, Department 69]

**PLAINTIFF CYNTHIA BEGAZO'S
FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

- (1) RETALIATION FOR COMPLAINTS OF DISCRIMINATION AGAINST OTHERS ON THE BASIS OF AGE;
- (2) RETALIATION FOR COMPLAINTS OF DISCRIMINATION AGAINST OTHERS ON THE BASIS OF RACE AND/OR NATIONAL ORIGIN;
- (3) RETALIATION FOR COMPLAINTS OF DISCRIMINATION AGAINST OTHERS ON THE BASIS OF DISABILITY;
- (4) DISCRIMINATION ON THE BASIS OF AGE IN VIOLATION OF FEHA;
- (5) HARASSMENT ON THE BASIS OF AGE IN VIOLATION OF FEHA;
- (6) RETALIATION FOR COMPLAINTS OF DISCRIMINATION AND/OR HARASSMENT ON THE BASIS OF

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01/07/2016

- AGE IN VIOLATION OF FEHA;
- (7) DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;
- (8) HARASSMENT ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;
- (9) RETALIATION FOR COMPLAINTS OF DISCRIMINATION AND/OR HARASSMENT ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;
- (10) BREACH OF EXPRESS ORAL CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;
- (11) BREACH OF IMPLIED-IN-FACT CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;
- (12) NEGLIGENT HIRING, SUPERVISION, AND RETENTION;
- (13) WRONGFUL TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY;
- (14) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- DEMAND FOR JURY TRIAL

Plaintiff, Cynthia Begazo, alleges, on the basis of personal knowledge and/or information and belief:

SUMMARY

This is an action by plaintiff, Cynthia Begazo ("plaintiff" or "Begazo"), whose employment with defendants Passages Malibu PHP, LLC ("Passages"), Passages Silver Strand LLC ("Silver Strand"), and Grasshopper House, LLC ("Grasshopper") was wrongfully terminated. Plaintiff brings this action against defendants for economic, non-

1 economic, compensatory, and punitive damages, pursuant to Civil Code section 3294,
2 pre-judgment interest pursuant to Code of Civil Procedure section 3291, and costs and
3 reasonable attorneys' fees pursuant to Government Code section 12965(b) and Code of
4 Civil Procedure section 1021.5.

5
6 **PARTIES**

7 1. *Plaintiff:* Plaintiff Begazo is, and at all times mentioned in this Complaint was,
8 a resident of the County of Los Angeles, California.

9 2. *Defendants:* Defendant Passages is, and at all times mentioned in this Com-
10 plaint was, authorized to operate by the State of California and the United States govern-
11 ment and authorized and qualified to do business in the County of Los Angeles. Defen-
12 dant's place of business, where the following causes of action took place, was and is in
13 the County of Los Angeles, at 6428 Meadows Court, Malibu, California 90265. Defendant
14 Grasshopper is, and at all times mentioned in this Complaint was, authorized
15 to operate by the State of California and the United States government and authorized
16 and qualified to do business in the County of Los Angeles. Defendant's place of
17 business, where the following causes of action took place, was and is in the County of
18 Los Angeles, at 6428 Meadows Court, Malibu, California 90265. Defendant Silver
19 Strand is, and at all times mentioned in this Complaint was, authorized to operate by the
20 State of California and the United States government. Defendant's place of business,
21 where the following causes of action took place, was and is in the County of Ventura, at
22 241 Market Street, Port Hueneme, California 93041. Defendant Marina Mahoney
23 ("defendant" or "Mahoney") is, and at all times mentioned in this Complaint was, a
24 supervisor with defendants. Defendant Mahoney is, and at all times mentioned in this
25 Complaint was, a resident of Los Angeles County, California. Defendant Pax Prentiss
26 ("defendant" or "Pax Prentiss") is, and at all times mentioned in this Complaint was, a
27 supervisor with defendants. Defendant Pax Prentiss is, and at all times mentioned in this
28 Complaint was, a resident of Los Angeles County, California. Defendant Chris Prentiss

1 (“defendant” or “Chris Prentiss”) is, and at all times mentioned in this Complaint was, a
2 supervisor with defendants. Defendant Chris Prentiss is, and at all times mentioned in
3 this Complaint was, a resident of Los Angeles County, California.

4 3. *Doe defendants:* Defendants Does 1 through 100 are sued under fictitious names
5 pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes, and
6 on that basis alleges, that each of the defendants sued under fictitious names is in some
7 manner responsible for the wrongs and damages alleged below, in so acting was func-
8 tioning as the agent, servant, partner, and employee of the co-defendants, and in taking the
9 actions mentioned below was acting within the course and scope of his or her authority as
10 such agent, servant, partner, and employee, with the permission and consent of the co-
11 defendants. The named defendants and Doe defendants are sometimes hereafter referred
12 to, collectively and/or individually, as “defendants.”

13 4. *Relationship of defendants:* All defendants compelled, coerced, aided, and/or
14 abetted the discrimination, retaliation, and harassment alleged in this Complaint, which
15 conduct is prohibited under California Government Code section 12940(i). All defen-
16 dants were responsible for the events and damages alleged herein, including on the fol-
17 lowing bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or
18 more of the defendants was the agent or employee, and/or acted under the control or
19 supervision of, one or more of the remaining defendants and, in committing the acts
20 alleged, acted within the course and scope of such agency and employment and/or is or
21 are otherwise liable for plaintiff’s damages; (c) at all relevant times, there existed a unity
22 of ownership and interest between or among two or more of the defendants such that any
23 individuality and separateness between or among those defendants has ceased, and de-
24 fendants are the alter egos of one another. Defendants exercised domination and control
25 over one another to such an extent that any individuality or separateness of defendants
26 does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the
27 separate existence of defendants would permit abuse of the corporate privilege and
28 would sanction fraud and promote injustice. All actions of all defendants were taken by

1 employees, supervisors, executives, officers, and directors during employment with all
2 defendants, were taken on behalf of all defendants, and were engaged in, authorized, rati-
3 fied, and approved of by all other defendants.

4 5. Defendants Passages, Silver Strand, and Grasshopper both directly and
5 indirectly employed plaintiff Begazo, as defined in the Fair Employment and Housing
6 Act ("FEHA") at Government Code section 12926(d).

7 6. In addition, defendants Passages, Silver Strand, and Grasshopper compelled,
8 coerced, aided, and abetted the discrimination, which is prohibited under California
9 Government Code section 12940(i).

10 7. Finally, at all relevant times mentioned herein, all defendants acted as agents of
11 all other defendants in committing the acts alleged herein.

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13 **FACTS COMMON TO ALL CAUSES OF ACTION**

14 8. *Plaintiff's hiring:* Plaintiff Begazo, a 53-year-old woman, was employed by
15 defendants for almost two months, starting in March of 2015. She was hired as the
16 director of human resources.

17 9. *Plaintiff's job performance:* At all times, Begazo performed her job duties in
18 an exemplary manner.

19 10. *Plaintiff's protected status and activity:*

20 a. Plaintiff Begazo is 53 years old.

21 b. Plaintiff suffers from leukemia, of which she informed defendants.

22 c. Plaintiff complained about defendants' discrimination against other employ-
23 ees on the bases of age, race and/or national origin, and disability.

24 d. Plaintiff also complained about defendants' illegal behavior.

25 11. *Defendants' adverse employment actions and behavior:*

26 a. In or around March 2015, Begazo became aware that many of defendants'
27 nonexempt employees were not receiving overtime pay, meal breaks, or rest breaks. The
28 majority of these nonexempt employees worked in maintenance, housekeeping, and as

1 kitchen servers. When Begazo notified defendant Pax Prentiss of this illegality, Prentiss
2 replied, "Don't worry about it; you have bigger things to worry about." Begazo also
3 discovered that defendants had a startling number of noncompliance issues, including
4 with training, licensure, physician contacts, missing I-9 forms, compensation, and
5 Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Begazo complained to
6 defendants about the noncompliance issues on multiple occasions, but no actions were
7 taken.

8 b. In or around March 2015, defendant Mahoney and defendant Pax Prentiss
9 asked Begazo to find a way to terminate the employment of three employees with
10 medical issues. Begazo told Mahoney and Pax Prentiss that terminating employees
11 because of their medical issues was illegal. Mahoney replied that she would fire anyone
12 who was too slow, could not "keep up", and who did not fit in with the "new Passages."
13 Mahoney also informed Begazo that she could fire employees who were over the age of
14 forty and employees with medical conditions because defendants were at will-employers.

15 c. During the year 2015, Mahoney informed Begazo on multiple occasions
16 that she did not like employees taking time off of work for medical reasons.

17 d. In or around the beginning of April, 2015, Begazo began working with
18 defendant Mahoney. On or around April 10, 2015, Mahoney was promoted to the
19 position COO despite the fact that she did not have any executive managerial experience.
20 After Mahoney was promoted, Begazo complained to her on multiple occasions about
21 defendants' noncompliance issues regarding training, licensure, physician contacts,
22 missing I-forms, compensation and COBRA. Begazo also notified Mahoney that
23 defendants were not paying nonexempt employees for overtime and meal and rest
24 breaks. Mahoney ignored Begazo's complaints. After Begazo complained to Mahoney,
25 Mahoney stopped speaking to her at work and started withholding employee information
26 from her. Mahoney also began classifying non-exempt employees as exempt employees
27 in order to avoid the obvious illegality.

28 e. In or around April of 2015, Mahoney fired a woman named C.J. Robinson.

1 When Begazo asked Mahoney why Robinson's employment was terminated, Mahoney
2 replied that Robinson was "too slow," "smelled foul," and "can't keep up because she was
3 too old." That same month, Mahoney terminated two of defendants' employees, Debra
4 Saunderson and Mark Bonelli. Both Saunderson and Bonelli were over the age of 50.
5 When Begazo asked Mahoney why she had fired Bonelli, Mahoney responded, "He's
6 old; I don't think he's ever going to keep up." Begazo explained to Mahoney that it was
7 illegal to terminate employees because of their age. Mahoney responded that she could
8 do whatever she wanted because defendants were at will employers.

9 f. On or around April 1, 2015, defendants' program director, Kathryn Rives,
10 notified Begazo that she needed to go on medical leave for several days to recover from
11 a medical condition. When Begazo informed Mahoney that Rives needed to go on
12 medical leave, Mahoney replied, "You know what, she'll never work here. She'll never
13 work for me." Begazo explained the problem with firing an employee simply because
14 she took medical leave. Prentiss asked Mahoney, "Isn't there any way to fire her?"
15 Begazo replied, "No, she has medical issues, and we have a duty to work with her about
16 them." While Rives was in the hospital and on medical leave, Mahoney and Prentiss
17 sent her multiple e-mails berating her for not answering their phone calls or e-mails.
18 When Rives tried to defend herself, defendant Chris Prentiss scolded her and told her to
19 rethink her tone if she wanted to stay employed. Begazo told Chris Prentiss that he
20 should not contact an employee who was on leave, let alone harass her. Prentiss ignored
21 her recommendations.

22 g. On or around April 23, 2015, a male patient was found deceased in one of
23 defendants' patient rooms. That same day, Begazo was asked to go to the scene of the
24 incident. Upon arrival, Begazo met with Mahoney, defendants' program manager Kelly
25 Stephenson, and defendants' compliance assistant Bethany Bueller. During the
26 meeting, Mahoney said that there was something odd about the death. There was a bag
27 on the patient's head and a trash can over his head, there were scratch marks on his face
28 and blood on the bed of the other patient in the room, and, although defendants initially

1 thought it was a suicide, it could have been a homicide. Moreover, the patient's
2 roommate inappropriately and insensitively took pictures of the deceased man and
3 posted them on social media. When Begazo asked Mahoney if she had revealed all of
4 this information to the detectives, Mahoney replied, "I don't want to say anything until
5 there's a medical report." Begazo also asked Mahoney if there was a protocol for
6 checking on patients and if any witness statements had been obtained from nurses
7 regarding the patient's death. Mahoney replied that there was no protocol and that no
8 witness statements had been obtained. Begazo reminded Mahoney that defendants were
9 required by law to report the death to the Department of Health, the Joint Commission,
10 and the liability carrier and that not doing so was illegal. Mahoney replied, "I don't
11 want you reporting any of it" and walked out of the office.

12 h. After the patient's death, Begazo reviewed defendants' employee files and
13 discovered that defendants had not provided mandatory training to the nurse on duty the
14 night of the death. When Begazo brought this information to Mahoney's attention,
15 Mahoney admitted that defendants did not have any formal or written procedures for
16 intake, detoxing and the monitoring of patients. Mahoney then instructed Begazo alter
17 the employee files and falsify information about the patient's death. Begazo said she
18 would not change the files because that would be illegal and that the files were going to
19 remain as they were on the date of the incident. Shortly thereafter, Mahoney stopped
20 talking to her, excluded her from employee-related meetings, and sent other employees
21 to continue projects she was working on.

22 i. Begazo suffers from leukemia, which makes her more prone to infection.
23 On or around April 30, 2015, she contracted an infection and developed a fever of 102
24 degrees, but went to work anyway for fear of retaliation. Begazo's doctor recommended
25 that she take one week off from work to recover from the infection and fever. On May 1,
26 2015, Begazo notified defendants HR Department and defendant Mahoney that she had
27 that she needed to take a three day leave of absence from work to recover from an
28 infection that she had contracted as a result of her leukemia. Upon learning about

1 Begazo's infection, Mahoney became visibly upset.

2 j. During her medical leave of absence, Defendant Mahoney contacted
3 Begazo on multiple occasions with work-related questions, in addition to requiring
4 Begazo to respond to all work-related emails and telephone calls from staff members.

5 k. On or around May 3, 2015, defendant Pax Prentiss and Mahoney met with
6 defendants Human Resources staff and notified them that they would be terminating
7 Begazo's employment because she was out of work for medical reasons. Pax Prentiss
8 and Mahoney also offered Begazo's position to Rosanna Renteria, a Human Resources
9 Generalist in Begazo's department.

10 l. On May 6, 2015, Begazo returned from her medical leave of absence.

11 12. *Defendants' termination of plaintiff's employment:* On May 6, 2015, the same
12 day that Begazo returned from her leave of absence, defendants Prentiss and Mahoney
13 called Begazo into the office, and informed her that they had to let her go. When Begazo
14 asked why her employment was being terminated, Prentiss replied, "You're no longer a
15 fit, but your skills and experience are excellent."

16 13. *Economic damages:* As a consequence of defendants' conduct, plaintiff has
17 suffered and will suffer harm, including lost past and future income and employment
18 benefits, damage to her career, and lost wages, overtime, unpaid expenses, and penalties,
19 as well as interest on unpaid wages at the legal rate from and after each payday on which
20 those wages should have been paid, in a sum to be proven at trial.

21 14. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff
22 has suffered and will suffer psychological and emotional distress, humiliation, and men-
23 tal and physical pain and anguish, in a sum to be proven at trial.

24 15. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or
25 malice under California Civil Code section 3294 and, thus, entitles plaintiff to an award
26 of exemplary and/or punitive damages.

27 a. *Malice:* Defendants' conduct was committed with malice within the mean-
28 ing of California Civil Code section 3294, including that (a) defendants acted with intent

1 to cause injury to plaintiff and/or acted with reckless disregard for plaintiff's injury, in-
2 cluding by terminating plaintiff's employment and/or taking other adverse job actions
3 against plaintiff because of her age, disability, and/or good faith complaints about dis-
4 crimination against herself and other employees, and/or (b) defendants' conduct was
5 despicable and committed in willful and conscious disregard of plaintiff's rights, health,
6 and safety, including plaintiff's right to be free of discrimination, harassment, retaliation,
7 abuse of the requirements of accommodation and engaging in the interactive process,
8 and wrongful employment termination.

9 b. *Oppression*: In addition, and/or alternatively, defendants' conduct was
10 committed with oppression within the meaning of California Civil Code section 3294,
11 including that defendants' actions against plaintiff because of her age, disability, and/or
12 good faith complaints about discrimination against herself and other employees were
13 "despicable" and subjected plaintiff to cruel and unjust hardship, in knowing disregard of
14 plaintiff's rights to a work place free of discrimination, harassment, retaliation, abuse of
15 the requirements of accommodation and engaging in the interactive process, and wrong-
16 ful employment termination.

17 c. *Fraud*: In addition, and/or alternatively, defendants' conduct, as alleged,
18 was fraudulent within the meaning of California Civil Code section 3294, including that
19 defendants asserted false (pretextual) grounds for terminating plaintiff's employment
20 and/or other adverse job actions, thereby to cause plaintiff hardship and deprive her of
21 legal rights.

22 16. *Attorneys' fees*: Plaintiff has incurred and continues to incur legal expenses and
23 attorneys' fees.

24 17. *Exhaustion of administrative remedies*: Prior to filing this action, plaintiff
25 exhausted her administrative remedies by filing a timely administrative complaint with
26 the Department of Fair Employment and Housing ("DFEH") and receiving a DFEH
27 right-to-sue letter.

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FIRST CAUSE OF ACTION
(Violation of FEHA (Government Code § 12900,
***et seq.*) (Retaliation for Complaining of Age**
Discrimination Against Others)—Against
Defendants Passages, Silver Strand, Grasshopper
and Does 1 to 100, Inclusive)

18. The allegations set forth in paragraphs 1 through 17 are re-alleged and incorporated herein by reference.

19. Plaintiff's complaints about discrimination against other employees on the basis of age and/or other characteristics protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors in defendants' decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position, and/or to take other adverse job actions against plaintiff.

20. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, *et seq.*, and defendants committed unlawful employment practices, including by the following, separate bases for liability:

a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against plaintiff, in whole or in part on the basis of plaintiff's complaints about discrimination against other employees on the basis of age and/or other protected characteristics, in violation of Government Code section 12940(a);

b. Harassing plaintiff and/or creating a hostile work environment, in whole or in part on the basis of plaintiff's complaints about discrimination against other employees on the basis of age and/or other protected characteristics, in violation of Government Code section 12940(j);

c. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation based on age, in violation of Government Code section 12940(k);

d. Retaliating against plaintiff for seeking to protect other persons' rights guaranteed under FEHA and/or opposing defendants' failure to provide such rights, including

1 the right to be free of discrimination, in violation of Government Code section 12940(h).

2 21. As a proximate result of defendants' willful, knowing, and intentional retalia-
3 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
4 earnings and other employment benefits.

5 22. As a proximate result of defendants' willful, knowing, and intentional retalia-
6 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
7 distress, and physical and mental pain and anguish, all to her damage in a sum according
8 to proof.

9 23. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
10 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
11 able attorneys' fees and costs (including expert costs) in an amount according to proof.

12 24. Defendants' misconduct was committed intentionally, in a fraudulent,
13 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
14 defendants.

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16 **SECOND CAUSE OF ACTION**

17 **(Violation of FEHA (Government § 12900, *et seq.*)**

18 **(Retaliation for Complaining of Race**

19 **Discrimination Against Others)—Against**

20 **Defendants Passages, Silver Strand, Grasshopper**

21 **and Does 1 to 100, Inclusive)**

22 25. The allegations set forth in paragraphs 1 through 24 are re-alleged and incorpo-
23 rated herein by reference.

24 26. Defendants' conduct, as alleged, violated FEHA, Government Code section
25 12900, *et seq.*, and defendants committed unlawful employment practices, including by
26 the following, separate bases for liability:

27 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
28 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of

1 plaintiff's complaints about discrimination against other employees on the basis of race,
2 in violation of Government Code section 12940(a);

3 b. Harassing plaintiff and/or creating a hostile work environment, in whole or
4 in part on the basis of plaintiff's complaints about discrimination against other employ-
5 ees on the basis of race, in violation of Government Code section 12940(j);

6 c. Failing to take all reasonable steps to prevent discrimination, harassment,
7 and retaliation based on race, in violation of Government Code section 12940(k);

8 d. Retaliating against plaintiff for seeking to protect others' rights guaranteed
9 under FEHA and/or opposing defendants' failure to provide such rights, including the
10 right to be free of discrimination, in violation of Government Code section 12940(h).

11 27. As a proximate result of defendants' willful, knowing, and intentional retalia-
12 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses
13 of earnings and other employment benefits.

14 28. As a proximate result of defendants' willful, knowing, and intentional retalia-
15 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-
16 tional distress, and physical and mental pain and anguish, all to her damage in a sum
17 according to proof.

18 29. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
19 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
20 able attorneys' fees and costs (including expert costs) in an amount according to proof.

21 30. Defendants' misconduct was committed intentionally, in a fraudulent,
22 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
23 defendants.

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THIRD CAUSE OF ACTION
(Violation of FEHA (Government Code § 12900,
***et seq.*) (Retaliation for Complaining of Disability**
Discrimination Against Others)—Against Defendants
Passages, Silver Strand, Grasshopper and Does 1 to
100, Inclusive)

31. The allegations set forth in paragraphs 1 through 30 are re-alleged and incorporated herein by reference.

32. Plaintiff's complaints about discrimination against other employees on the basis of any actual, perceived, and/or history of disability and/or other characteristics protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors in defendants' decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position, to refuse to accommodate plaintiff, to refuse to engage in the interactive process, and/or to take other adverse job actions against plaintiff.

33. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, *et seq.*, and defendants committed unlawful employment practices, including by the following, separate bases for liability:

a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against plaintiff, in whole or in part on the basis of plaintiff's complaints about discrimination against other employees on the basis of any actual, perceived, and/or history of physical disability and/or other protected characteristics, in violation of Government Code section 12940(a);

b. Failing to accommodate plaintiff's complaints about discrimination against other employees on the basis of any actual, perceived, and/or history of physical disability, in violation of Government Code section 12940(m);

c. Harassing plaintiff and/or creating a hostile work environment, in whole or in part on the basis of plaintiff's complaints about discrimination against other employees on the basis of any actual, perceived, and/or history of physical disability and/or

1 other protected characteristics, in violation of Government Code section 12940(j);

2 d. Failing to take all reasonable steps to prevent discrimination, harassment,
3 and retaliation based on actual, perceived, and/or history of disability, in violation of
4 Government Code section 12940(k);

5 e. Retaliating against plaintiff for seeking to protect others' rights guaranteed
6 under FEHA and/or opposing defendants' failure to provide such rights, including rights
7 of reasonable accommodation, rights of interactive process, leave rights, and/or the right
8 to be free of discrimination, in violation of Government Code section 12940(h);

9 f. Failing to provide plaintiff with requisite statutory leave, violating notice
10 and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking
11 leave, in violation of Government Code section 12945.2.

12 34. As a proximate result of defendants' willful, knowing, and intentional retalia-
13 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
14 earnings and other employment benefits.

15 35. As a proximate result of defendants' willful, knowing, and intentional retalia-
16 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
17 distress, and physical and mental pain and anguish, all to her damage in a sum according
18 to proof.

19 36. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
20 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
21 able attorneys' fees and costs (including expert costs) in an amount according to proof.

22 37. Defendants' misconduct was committed intentionally, in a fraudulent,
23 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
24 defendants.

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FOURTH CAUSE OF ACTION
(Violation of FEHA (Government Code § 12900,
***et seq.*) (Age Discrimination)—Against Defendants**
Passages, Silver Strand, Grasshopper, and Does 1 to
100, Inclusive)

38. The allegations set forth in paragraphs 1 through 37 are re-alleged and incorporated herein by reference.

39. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*, was in full force and effect and was binding on defendants. This statute requires defendants to refrain from discriminating against any employee because he or she is more than 40 years old. Within the time provided by law, plaintiff filed a complaint with the DFEH, in full compliance with administrative requirements, and received a right-to-sue letter.

40. During plaintiff's employment with defendants, defendants, through their supervisors, engaged in actions that had a negative impact on the treatment of employees who were more than 40 years old. Specifically, defendants discharged older employees with greater frequency than younger employees, hired fewer employees who were older than 40, and gave better jobs and benefits to younger employees.

41. During plaintiff's employment with defendants, defendants intentionally engaged in age discrimination by discharging employees over the age of 40 with greater frequency than other employees. During plaintiff's employment with defendants, defendants had a pattern and practice of discriminating against employees who were more than 40 years old.

42. Plaintiff was a qualified employee at the time of the termination of her employment, she was more than 40 years old, and she was replaced by an employee younger than 40, raising an inference of discrimination.

43. Defendants, through their managers and supervisors, made a number of comments to and about plaintiff that exhibited ageist motivations, intentions, and conscious-

1 ness. Plaintiff believes and on that basis alleges that defendants' real motivation was to
2 discharge her because of her age.

3 44. Defendants' conduct, as alleged, violated FEHA, and defendants committed
4 unlawful employment practices, including by the following, separate bases for liability:

5 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
6 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
7 plaintiff's age and/or other protected characteristics, in violation of Government Code
8 section 12940(a);

9 b. Harassing plaintiff and/or creating a hostile work environment, in whole or
10 in part on the basis of plaintiff's age and/or other protected characteristics, in violation of
11 Government Code section 12940(j);

12 c. Failing to take all reasonable steps to prevent discrimination and harassment
13 based on age and/or other protected characteristics, in violation of Government Code
14 section 12940(k);

15 d. Retaliating against plaintiff for seeking to exercise rights guaranteed under
16 FEHA and/or opposing defendants' failure to provide such rights, in violation of Gov-
17 ernment Code section 12940(h).

18 45. On the basis of the above, plaintiff believes and alleges that her age was a
19 substantial motivating factor in defendants' termination of her employment.

20 46. As a proximate result of defendants' willful, knowing, and intentional discrimi-
21 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses
22 of earnings and other employment benefits.

23 47. As a proximate result of defendants' willful, knowing, and intentional discrimi-
24 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-
25 tional distress, and mental and physical pain and anguish, all to her damage in a sum
26 according to proof.

27 48. Defendants' discrimination was done intentionally, in a fraudulent, malicious,
28 oppressive manner, entitling plaintiff to punitive damages.

1 49. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
2 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
3 able attorneys' fees and costs (including expert costs) in an amount according to proof.

4
5 **FIFTH CAUSE OF ACTION**

6 **(Violation of FEHA (Government Code § 12900,**
7 ***et seq.*) (Age Harassment)—Against All Defendants**
8 **and Does 1 to 100, Inclusive)**

9 50. The allegations set forth in paragraphs 1 through 49 are re-alleged and incorpo-
10 rated herein by reference.

11 51. Defendants' conduct, as alleged, violated FEHA, Government Code section
12 12900, *et seq.*, and defendants committed unlawful employment practices, including by
13 the following, separate bases for liability:

14 a. Harassing plaintiff and/or creating a hostile work environment, in whole or
15 in part on the basis of plaintiff's age and/or other protected characteristics, in violation of
16 Government Code section 12940(j);

17 b. Failing to take all reasonable steps to prevent discrimination, harassment,
18 and retaliation based on age, in violation of Government Code section 12940(k).

19 52. As a proximate result of defendants' willful, knowing, and intentional harass-
20 ment of plaintiff, plaintiff has sustained and continues to sustain substantial losses of
21 earnings and other employment benefits.

22 53. As a proximate result of defendants' willful, knowing, and intentional harass-
23 ment of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
24 distress, and physical and mental pain and anguish, all to her damage in a sum according
25 to proof.

26 54. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
27 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
28 able attorneys' fees and costs (including expert costs) in an amount according to proof.

1 55. Defendants' misconduct was committed intentionally, in a fraudulent,
2 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
3 defendants.

4
5 **SIXTH CAUSE OF ACTION**
6 **(Violation of FEHA (Government Code § 12900,**
7 ***et seq.*) (Retaliation for Complaining of Age**
8 **Discrimination and/or Harassment)—Against**
9 **Defendants Passages, Silver Strand, Grasshopper**
10 **and Does 1 to 100, Inclusive)**

11 56. The allegations set forth in paragraphs 1 through 55 are re-alleged and incorpo-
12 rated herein by reference.

13 57. Plaintiff's age and/or other characteristics protected by FEHA, Government
14 Code section 12900, *et seq.*, were motivating factors in defendants' decision to terminate
15 plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position,
16 and/or to take other adverse job actions against plaintiff.

17 58. Defendants' conduct, as alleged, violated FEHA, Government Code section
18 12900, *et seq.*, and defendants committed unlawful employment practices, including by
19 the following, separate bases for liability:

20 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
21 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
22 plaintiff's age and/or other protected characteristics, in violation of Government Code
23 section 12940(a);

24 b. Harassing plaintiff and/or creating a hostile work environment, in whole or
25 in part on the basis of plaintiff's age and/or other protected characteristics, in violation of
26 Government Code section 12940(j);

27 c. Failing to take all reasonable steps to prevent discrimination, harassment,
28 and retaliation based on age, in violation of Government Code section 12940(k);

1 d. Retaliating against plaintiff for seeking to exercise rights guaranteed under
2 FEHA and/or opposing defendants' failure to provide such rights, including rights of
3 reasonable accommodation, rights of interactive process, leave rights, and/or the right to
4 be free of discrimination, in violation of Government Code section 12940(h).

5 59. As a proximate result of defendants' willful, knowing, and intentional retalia-
6 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
7 earnings and other employment benefits.

8 60. As a proximate result of defendants' willful, knowing, and intentional retalia-
9 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
10 distress, and physical and mental pain and anguish, all to her damage in a sum according
11 to proof.

12 61. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
13 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
14 able attorneys' fees and costs (including expert costs) in an amount according to proof.

15 62. Defendants' misconduct was committed intentionally, in a fraudulent,
16 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
17 defendants.

18
19 **SEVENTH CAUSE OF ACTION**
20 **(Violation of FEHA (Government Code § 12900,**
21 ***et seq.*) (Disability Discrimination)—Against**
22 **Defendants Passages, Silver Strand, Grasshopper, and**
23 **Does 1 to 100, Inclusive)**

24 63. The allegations set forth in paragraphs 1 through 62 are re-alleged and incorpo-
25 rated herein by reference.

26 64. Plaintiff's actual, perceived, and/or history of disability and/or other characteris-
27 tics protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors
28 in defendants' decision to terminate plaintiff's employment, not to retain, hire, or other-

1 wise employ plaintiff in any position, to refuse to accommodate plaintiff, to refuse to
2 engage in the interactive process, and/or to take other adverse job actions against plaintiff.

3 65. Defendants' conduct, as alleged, violated FEHA, Government Code section
4 12900, *et seq.*, and defendants committed unlawful employment practices, including by
5 the following, separate bases for liability:

6 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
7 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
8 plaintiff's actual, perceived, and/or history of physical disability and/or other protected
9 characteristics, in violation of Government Code section 12940(a);

10 b. Failing to accommodate plaintiff's actual, perceived, and/or history of phys-
11 ical disability, in violation of Government Code section 12940(m);

12 c. Failing to engage in a timely, good faith interactive process to determine
13 reasonable accommodation, in violation of Government Code section 12940(n);

14 d. Failing to take all reasonable steps to prevent discrimination, harassment,
15 and retaliation based on actual, perceived, and/or history of physical disability, in
16 violation of Government Code section 12940(k);

17 e. Retaliating against plaintiff for seeking to exercise rights guaranteed under
18 FEHA and/or opposing defendants' failure to provide such rights, including rights of
19 reasonable accommodation, rights of interactive process, leave rights, and/or the right to
20 be free of discrimination, in violation of Government Code section 12940(h);

21 f. Failing to provide plaintiff with requisite statutory leave, violating notice
22 and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking
23 leave, in violation of Government Code section 12945.2.

24 66. As a proximate result of defendants' willful, knowing, and intentional discrimi-
25 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses
26 of earnings and other employment benefits.

27 67. As a proximate result of defendants' willful, knowing, and intentional discrimi-
28 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-

1 tional distress, and physical and mental pain and anguish, all to her damage in a sum
2 according to proof.

3 68. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
4 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
5 able attorneys' fees and costs (including expert costs) in an amount according to proof.

6 69. Defendants' misconduct was committed intentionally, in a fraudulent,
7 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
8 defendants.

9
10 **EIGHTH CAUSE OF ACTION**
11 **(Violation of FEHA (Government Code § 12900,**
12 ***et seq.*) (Disability Harassment)—Against All**
13 **Defendants and Does 1 to 100, Inclusive)**

14 70. The allegations set forth in paragraphs 1 through 69 are re-alleged and incorpo-
15 rated herein by reference.

16 71. Defendants' conduct, as alleged, violated FEHA, Government Code section
17 12900, *et seq.*, and defendants committed unlawful employment practices, including by
18 the following, separate bases for liability:

19 a. Harassing plaintiff and/or creating a hostile work environment, in whole or
20 in part on the basis of plaintiff's actual, perceived, and/or history of physical disability
21 and/or other protected characteristics, in violation of Government Code section 12940(j);

22 b. Failing to take all reasonable steps to prevent discrimination, harassment,
23 and retaliation based on actual, perceived, and/or history of physical disability, in
24 violation of Government Code section 12940(k).

25 72. As a proximate result of defendants' willful, knowing, and intentional harass-
26 ment of plaintiff, plaintiff has sustained and continues to sustain substantial losses of
27 earnings and other employment benefits.

28 73. As a proximate result of defendants' willful, knowing, and intentional harass-

1 ment of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
2 distress, and physical and mental pain and anguish, all to her damage in a sum according
3 to proof.

4 74. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
5 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
6 able attorneys' fees and costs (including expert costs) in an amount according to proof.

7 75. Defendants' misconduct was committed intentionally, in a malicious,
8 fraudulent, despicable, oppressive manner, entitling plaintiff to punitive damages against
9 defendants.

10
11 **NINTH CAUSE OF ACTION**
12 **(Violation of FEHA (Government Code § 12900,**
13 ***et seq.*) (Retaliation for Complaining of Disability**
14 **Discrimination and/or Harassment)—Against**
15 **Defendants Passages, Silver Strand, Grasshopper and**
16 **Does 1 to 100, Inclusive)**

17 76. The allegations set forth in paragraphs 1 through 75 are re-alleged and incorpo-
18 rated herein by reference.

19 77. Plaintiff's actual, perceived, and/or history of disability and/or other character-
20 istics protected by FEHA, Government Code section 12900, *et seq.*, were motivating
21 factors in defendants' decision to terminate plaintiff's employment, not to retain, hire, or
22 otherwise employ plaintiff in any position, to refuse to accommodate plaintiff, to refuse
23 to engage in the interactive process, and/or to take other adverse job actions against
24 plaintiff.

25 78. Defendants' conduct, as alleged, violated FEHA, Government Code section
26 12900, *et seq.*, and defendants committed unlawful employment practices, including by
27 the following, separate bases for liability:

28 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,

1 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
2 plaintiff's actual, perceived, and/or history of physical disability and/or other protected
3 characteristics, in violation of Government Code section 12940(a);

4 b. Failing to accommodate plaintiff's actual, perceived, and/or history of
5 physical disability, in violation of Government Code section 12940(m);

6 c. Failing to engage in a timely, good faith interactive process to determine
7 reasonable accommodation, in violation of Government Code section 12940(n);

8 d. Harassing plaintiff and/or creating a hostile work environment, in whole or
9 in part on the basis of plaintiff's actual, perceived, and/or history of physical disability
10 and/or other protected characteristics, in violation of Government Code section 12940(j);

11 e. Failing to take all reasonable steps to prevent discrimination, harassment,
12 and retaliation based on actual, perceived, and/or history of disability, in violation of
13 Government Code section 12940(k);

14 f. Retaliating against plaintiff for seeking to exercise rights guaranteed under
15 FEHA and/or opposing defendants' failure to provide such rights, including rights of
16 reasonable accommodation, rights of interactive process, leave rights, and/or the right to
17 be free of discrimination, in violation of Government Code section 12940(h);

18 g. Failing to provide plaintiff with requisite statutory leave, violating notice
19 and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking
20 leave, in violation of Government Code section 12945.2.

21 79. As a proximate result of defendants' willful, knowing, and intentional retalia-
22 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
23 earnings and other employment benefits.

24 80. As a proximate result of defendants' willful, knowing, and intentional retalia-
25 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
26 distress, and physical and mental pain and anguish, all to her damage in a sum according
27 to proof.

28 81. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

1 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
2 able attorneys' fees and costs (including expert costs) in an amount according to proof.

3 82. Defendants' misconduct was committed intentionally, in a fraudulent,
4 malicious, despicable, oppressive manner, entitling plaintiff to punitive damages against
5 defendants.

6
7 **TENTH CAUSE OF ACTION**
8 **(Breach of Express Oral Contract Not to Terminate**
9 **Employment Without Good Cause)—Against Defendants**
10 **Passages, Silver Strand, Grasshopper and Does 1 to 100,**
11 **Inclusive)**

12 83. The allegations set forth in paragraphs 1 through 82 are re-alleged and incorpo-
13 rated herein by reference.

14 84. Defendants, through their agents, entered an oral agreement not to terminate
15 plaintiff's employment except for good cause. Plaintiff and defendants, through their
16 supervisors, made mutual promises of consideration pursuant to this oral agreement.
17 Plaintiff performed all duties required of her under the agreement by performing her job
18 in an exemplary manner.

19 85. Defendants and their managers and supervisors terminated plaintiff's employ-
20 ment without good cause, violating the express oral contract they had with her.

21 86. As a proximate result of defendants' willful breach of the express oral contract
22 not to terminate employment without good cause, plaintiff has suffered and continues to
23 suffer damages, including losses of earnings and benefits, in a sum according to proof.

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ELEVENTH CAUSE OF ACTION
(Breach of Implied-in-Fact Contract Not to
Terminate Employment Without Good Cause
(*Marketing West, Inc. v. Sanyo Fisher* (1992) 6
Cal.App.4th 603; Civil Code § 1622)—Against
Defendants Passages, Silver Strand, Grasshopper
and Does 1 to 100, Inclusive)

87. The allegations set forth in paragraphs 1 through 86 are re-alleged and incorporated herein by reference.

88. On the basis of oral assurances of continued employment given to plaintiff by defendants' supervisors, the length of plaintiff's employment with defendants, defendants' actual practice of terminating employment only for cause, and the industry standard for the business defendants engaged in of terminating employment only for cause, plaintiff and defendants shared the actual understanding that plaintiff's employment could and would be terminated only for cause. This shared understanding resulted in an implied contract requiring that defendants have good cause to terminate plaintiff's employment.

89. Defendants, through their agents, entered an express oral agreement not to terminate plaintiff's employment except for good cause. Defendants represented to plaintiff that her employment would not be terminated unless her job performance were unsatisfactory. Plaintiff decided to work for defendants on the basis of these promises and agreed to work for defendants on the basis of these promises. Plaintiff performed all of the duties required of her under this agreement during her employment.

90. Defendants and their managers and supervisors terminated plaintiff's employment without good cause, violating the implied-in-fact contract they had with her.

91. As a proximate result of defendants' willful breach of the implied-in-fact contract not to terminate employment without good cause, plaintiff has suffered and continues to suffer damages, including losses of earnings and benefits, in a sum according to

1 proof.

2 92. Plaintiff seeks attorneys' fees for lost wages under this cause of action under
3 Labor Code section 218.6.

4
5 **TWELFTH CAUSE OF ACTION**

6 **(Negligent Hiring, Supervision, and Retention—Against**
7 **Defendants Passages, Silver Strand, Grasshopper and Does**
8 **1 to 100, Inclusive)**

9 93. The allegations set forth in paragraphs 1 through 92 are re-alleged and incorpo-
10 rated herein by reference.

11 94. Defendants owed a duty of care to plaintiff to appoint, hire, retain, and super-
12 vise persons who would not engage in retaliatory, harassing, or discriminatory conduct.
13 Defendants owed a duty of care to plaintiff not to retain managers or employees who
14 would discriminate against, harass, or retaliate against employees for engaging in pro-
15 tected activities. Defendants owed a duty of care to plaintiff to supervise their managers
16 and employees closely to ensure that they would refrain from harassing and retaliating
17 against plaintiff.

18 95. Defendants breached these duties. As a result, defendants caused damages to
19 plaintiff. As a proximate result of defendants' negligent hiring, retention, and supervi-
20 sion of their managers and employees, plaintiff has suffered and continues to suffer dam-
21 ages, including losses of earnings and benefits, according to proof.

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THIRTEENTH CAUSE OF ACTION
(Wrongful Termination of Employment in Violation
of Public Policy (Labor Code § 1102.5; FEHA,
Government Code § 12900, *et seq.*)—Against
Defendants Passages, Silver Strand, Grasshopper
and Does 1 to 100, Inclusive)

96. The allegations set forth in paragraphs 1 through 95 are re-alleged and incorporated herein by reference.

97. Defendants constructively terminated plaintiff's employment in violation of various fundamental public policies underlying both state and federal laws. Specifically, plaintiff's employment was constructively terminated in part because of her protected status (*i.e.*, age, disability, and/or CFRA leave). These actions were in violation of FEHA, the California Constitution, and California Labor Code section 1102.5.

98. As a proximate result of defendants' wrongful constructive termination of plaintiff's employment in violation of fundamental public policies, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

99. As a result of defendants' wrongful constructive termination of plaintiff's employment, plaintiff has suffered general and special damages in sums according to proof.

100. Defendants' wrongful constructive termination of plaintiff's employment was done intentionally, in a malicious, fraudulent, oppressive manner, entitling plaintiff to punitive damages.

101. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

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1 **FOURTEENTH CAUSE OF ACTION**
2 **(Intentional Infliction of Emotional Distress—Against**
3 **All Defendants and Does 1 to 100, Inclusive)**

4 102. The allegations set forth in paragraphs 1 through 101 are re-alleged and incor-
5 porated herein by reference.

6 103. Defendants' discriminatory, harassing, and retaliatory actions against plaintiff
7 constituted severe and outrageous misconduct and caused plaintiff extreme emotional
8 distress.

9 104. Defendants were aware that treating plaintiff in the manner alleged above,
10 including depriving plaintiff of her livelihood while she was suffering from an actual,
11 perceived, and/or history of disability, would devastate plaintiff and cause her extreme
12 hardship.

13 105. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
14 has suffered and continues to suffer severe emotional distress. Plaintiff has sustained
15 and continues to sustain substantial losses of earnings and other employment benefits as
16 a result of being emotionally distressed.

17 106. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
18 has suffered and continues to suffer humiliation, emotional distress, and mental and
19 physical pain and anguish, all to her damage in a sum according to proof.

20 107. Defendants' misconduct was committed intentionally, in a malicious, oppres-
21 sive manner, entitling plaintiff to punitive damages.

22
23 **PRAYER**

24 WHEREFORE, plaintiff, Cynthia Begazo, prays for judgment against defendants as
25 follows:

- 26 1. For general and special damages according to proof;
27 2. For exemplary damages, according to proof;
28 3. For pre-judgment and post-judgment interest on all damages awarded;

- 1 4. For reasonable attorneys' fees;
2 5. For costs of suit incurred;
3 6. For such other and further relief as the Court may deem just and proper.
4

5 ADDITIONALLY, plaintiff, Cynthia Begazo, demands trial of this matter by jury.
6 The amount demanded exceeds \$25,000.00 (Government Code § 72055).
7

8 Dated: January 6, 2016

SHEGERIAN & ASSOCIATES, INC.

9
10 By: Carney R. Shegerian
11 Carney R. Shegerian, Esq.
12 Attorneys for Plaintiff,
13 CYNTHIA BEGAZO
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