

SEP 18 2018

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10 RACHEL SPINA

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF RIVERSIDE**

13 RACHEL SPINA, an individual,
14 PLAINTIFF,

15 vs.

16 MILES PRESERVATION, INC., a California
17 corporation; CURTIS LARSON, an individual;
18 and DOES 1-20,

19 Defendants

Case No.: MCC 180 1042

UNLIMITED JURISDICTION

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL:**

1. Pregnancy Discrimination
2. Failure to Prevent Pregnancy Discrimination
3. Failure to Accommodate Disability
4. Failure to Engage in a Good Faith Interactive Process
5. Retaliation for Requesting Accommodation
6. Pregnancy Harassment
7. Failure to Prevent Pregnancy Harassment
8. Retaliation for Reporting Harassment in Violation of FEHA
9. Wrongful Termination in Violation of Public Policy

Over \$25,000

20 PLAINTIFF RACHEL SPINA (hereinafter "PLAINTIFF") Complains and alleges as follows:

21 1. On information and belief, PLAINTIFF was a resident of the County of Riverside,
22 State of California.
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1 2. At all times herein mentioned, Defendant, MILES PRESERVATION, INC.
2 (hereinafter “MPI”), was and is a California corporation, maintaining a principal place of
3 business at 42020 Winchester Road, Temecula, CA, and was an employer of PLAINTIFF.

4 3. Defendant, CURTIS LARSON (hereinafter “LARSON”) was and is a resident
5 living in the County of Riverside, State of California and at all times relevant was PLAINTIFF’s
6 supervisor.

7 4. At all times herein mentioned PLAINTIFF is informed, believes, and thereon
8 alleges that LARSON was a manager, supervisor, and agent of MPI.

9 5. PLAINTIFF is ignorant of the true names and capacities, whether individual,
10 corporate, or associate, of those Defendants fictitiously sued as DOES 1 through 100 inclusive
11 and so the PLAINTIFF sues them by these fictitious names. The PLAINTIFF is informed and
12 believes that each of the DOE Defendants reside in the State of California and are in some
13 manner responsible for the conduct alleged herein. Upon discovering the true names and
14 capacities of these fictitiously named Defendants, the PLAINTIFF will amend this complaint to
15 show the true names and capacities of these fictitiously named Defendants.

16 6. Unless otherwise alleged in this complaint, the PLAINTIFF is informed, and on
17 the basis of that information and belief alleges that at all times herein mentioned, each of the
18 remaining co-Defendants, in doing the things hereinafter alleged, were acting within the course,
19 scope and under the authority of their agency, employment, or representative capacity, with the
20 consent of her/his co-Defendants.

21 7. PLAINTIFF was hired by MPI on or around November 26, 2015 as a Billing and
22 Invoicing Specialist.

23 8. At all times mentioned below, PLAINTIFF was a member of a protected class as
24 a woman and as a pregnant individual.

25 9. PLAINTIFF notified MPI that she was pregnant on February 26, 2018,
26 approximately five months prior to the delivery date.

1 10. PLAINTIFF’s intention in giving notice of her pregnancy approximately five
2 months prior to delivery was simply to act in good faith to allow her and the company to
3 properly plan ahead for her absence during pregnancy disability leave.

4 11. During her phone conversation with human resources on February 26, 2018,
5 PLAINTIFF also mentioned that she was considering not returning to work after delivery, but
6 did make it clear that she had not yet made any final decisions.

7 12. Human resources thereafter sent an email to PLAINTIFF instructing her to draft a
8 letter of resignation with her intent to stop employment after delivery.

9 13. PLAINTIFF replied by clarifying that she did not unequivocally state that she
10 intended to resign, and clarified that she merely mentioned that as a possibility and that she
11 wanted to keep her options open to make the best decision for her and her family when the time
12 comes to make such a decision.

13 14. The fact that human resources sent an email on March 7, 2018 shows that MPI
14 intended to force PLAINTIFF out of employment with MPI as a result of her pregnancy and
15 impending maternity leave.

16 15. Human resources then informed PLAINTIFF’s direct supervisor—LARSON—
17 about her pregnancy and eventual disability leave.

18 16. With that information, PLAINTIFF’s supervisor LARSON began questioning
19 PLAINTIFF’s co-workers what PLAINTIFF’s plans were for her pregnancy disability leave and
20 whether she intended to return to work, and also questioned co-workers whether PLAINTIFF
21 was “happy” with her current situation of being pregnant.

22 17. PLAINTIFF complained to human resources about LARSON communicating
23 with her co-workers about her pregnancy and her personal feelings about the pregnancy, which
24 resulted in LARSON being asked by human resources not to discuss such issues with
25 PLAINTIFF’s co-workers.

26 18. Thereafter, LARSON began to excommunicate and discriminate against
27 PLAINTIFF.

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1 19. After PLAINTIFF informed MPI of her pregnancy, LARSON began to kick back
2 her time off requests (which were necessary for pre-natal doctor's visits) by claiming they were
3 not detailed enough, and also complaining about her client invoices not being detailed enough.

4 20. While this was also an issue that was addressed approximately one year prior, the
5 issue had not come up again at all during the previous year until after PLAINTIFF notified
6 human resources of her pregnancy.

7 21. On or about May 24, 2018, LARSON yelled at PLAINTIFF while scolding her
8 for not responding soon enough about choosing which training she wanted to attend more than 2
9 weeks away, even though PLAINTIFF informed him that at the time he sent his email to her
10 asking what training she wanted to attend she was waiting on a phone call from her doctor
11 regarding scheduling a pre-natal visit that might conflict with her ability to schedule one of the
12 training sessions and she did not want to select a training session if she was going to suffer a
13 scheduling conflict with her doctor's visit.

14 22. LARSON yelling at PLAINTIFF caused her to suffer fear and anxiety and caused
15 her to tremble and shake and suffer increased heart rate, so PLAINTIFF informed LARSON that
16 she is no longer comfortable speaking to him telephonically and requested that all
17 communications be in writing.

18 23. PLAINTIFF promptly sent an email to human resources to further complain about
19 the manner in which LARSON had been treating her, and she requested that in order to minimize
20 stress during her pregnancy she be permitted to deal with human resources directly regarding her
21 time off requests and not have to go through LARSON.

22 24. Thereafter, PLAINTIFF was terminated on June 26, 2018 by letter advising her
23 that her termination was effective the same date, June 26, 2018, just a few weeks before she was
24 scheduled to take her maternity leave.

25 25. As a result of being subjected to harassment, retaliation and termination of
26 employment by Defendants, PLAINTIFF suffered severe emotional injuries.

1 amount within the jurisdiction of this court, to be ascertained by the fact finder, that is
2 sufficiently high to punish said Defendants, deter them from engaging in such conduct again, and
3 to make an example of them to others.

4 34. PLAINTIFF is informed, believes, and based thereon, alleges that the outrageous
5 conduct of Defendants described above, in this cause of action, was done with oppression and
6 malice by PLAINTIFF's supervisors and managers, including Defendants, and was ratified by
7 those other individuals who were managing agents of Defendant. Furthermore, these unlawful
8 acts were ratified by Defendant, whose managing agents and human resources department
9 approved the termination of PLAINTIFF, and was done with a conscious disregard for
10 PLAINTIFF's rights and with the intent, design and purpose of injuring PLAINTIFF. By reason
11 thereof, PLAINTIFF is entitled to punitive or exemplary damages from Defendants for their acts
12 as described in this cause of action in a sum to be determined at the time of trial.

13 35. PLAINTIFF also prays for reasonable attorney fees, as allowed by the Fair
14 Employment and Housing Act for PLAINTIFF's prosecution of this action in reference to the
15 legal violations and code violations described herein.

16 Second Cause of Action

17 **FAILURE TO PREVENT PREGNANCY DISCRIMINATION**

18 [Cal. Gov. Code §12945, et seq.]

19 (Against Corporate Defendant)

20 36. PLAINTIFF re-alleges and incorporates herein the information set forth in
21 Paragraphs 1-35 as though fully set forth and alleged herein.

22 37. This cause of action is based upon California Government Code section 12940(k)
23 which makes it unlawful for an employer, labor organization, employment agency,
24 apprenticeship training program, or any training program leading to employment, to fail to take
25 all reasonable steps necessary to prevent discrimination and harassment from occurring.

26 38. PLAINTIFF exhausted her administrative remedies under the California Fair
27 Employment and Housing Act by filing charges with the Department of Fair Employment and
28 Housing ("DFEH") based on the aforementioned against Defendants.

1 39. PLAINTIFF was an employee of Defendants and was subjected to pregnancy
2 discrimination in the course of her employment.

3 40. Defendants failed to take all reasonable steps to prevent the pregnancy
4 discrimination.

5 41. As a direct, foreseeable, and proximate result of the conduct of Defendants,
6 PLAINTIFF has suffered, and continues to suffer severe emotional distress, loss of earnings,
7 medical expenses, benefits plus expenses incurred in obtaining substitute employment, all to her
8 damage in a sum within the jurisdiction of this Court, to be ascertained according to proof.

9 42. As a further direct and proximate result of Defendants' unlawful discrimination,
10 PLAINTIFF has suffered emotional distress, in a sum within the jurisdiction of this Court, to be
11 ascertained according to proof.

12 43. As a result of the grossly reckless, and/or intentional, malicious, and bad faith
13 manner in which Defendants engaged in those acts as described in this cause of action by
14 willfully violating those statutes enumerated in this cause of action and terminating PLAINTIFF
15 in violation of the law, PLAINTIFF is entitled to punitive damages against said Defendant in an
16 amount within the jurisdiction of this court, to be ascertained by the fact finder, that is
17 sufficiently high to punish said Defendants, deter them from engaging in such conduct again, and
18 to make an example of them to others.

19 44. PLAINTIFF is informed, believes, and based thereon, alleges that the outrageous
20 conduct of Defendants described above, in this cause of action, was done with oppression and
21 malice by PLAINTIFF's supervisors and managers, including Defendants, and was ratified by
22 those other individuals who were managing agents of Defendant. Furthermore, these unlawful
23 acts were ratified by Defendant, whose managing agents and human resources department
24 approved the termination of PLAINTIFF, and was done with a conscious disregard for
25 PLAINTIFF's rights and with the intent, design and purpose of injuring PLAINTIFF. By reason
26 thereof, PLAINTIFF is entitled to punitive or exemplary damages from Defendants for their acts
27 as described in this cause of action in a sum to be determined at the time of trial.

1 45. PLAINTIFF also prays for reasonable attorney fees, as allowed by the Fair
2 Employment and Housing Act for PLAINTIFF's prosecution of this action in reference to the
3 legal violations and code violations described herein.

4 Third Cause of Action

5 **FAILURE TO ACCOMMODATE A DISABILITY**

6 (Against all Defendants)

7 46. PLAINTIFF re-alleges and incorporates herein the information set forth in
8 paragraphs 1-45 as though fully set forth and alleged herein.

9 47. This cause of action is based upon Government Code section 12926(m), which
10 defines physical disability as having any physiological disease, disorder, condition, cosmetic
11 disfigurement, or anatomical loss that affects one or more of the following body systems:
12 neurological, immunological, musculoskeletal, special sense organs, respiratory, including
13 speech organs, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin
14 and endocrine, and the disability limits an individual's ability to participate in major life
15 activities.

16 48. Moreover, this cause of action is also based upon Government Code section
17 12940 for discriminating against PLAINTIFF on the basis of her pregnancy and failing to
18 provide reasonable accommodation of PLAINTIFF's pregnancy.

19 49. PLAINTIFF has exhausted her administrative remedies under the California Fair
20 Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the
21 Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

22 50. PLAINTIFF's pregnancy constituted a disability as defined above in Government
23 Code §12926(m).

24 51. PLAINTIFF is informed and believes and on that basis alleges that Defendants
25 were aware of PLAINTIFF's pregnancy as described above.

26 52. Defendants failed to reasonably accommodate PLAINTIFF's pregnancy.

27 53. As a result of being subjected to Defendants' failure to accommodate,
28 discrimination, and constructive termination of employment, PLAINTIFF suffered emotional

1 distress. Further, as a result of all of the foregoing actions taken towards PLAINTIFF as alleged
2 herein, PLAINTIFF has incurred loss of earnings and benefits in an amount not yet ascertained.

3 54. As a direct, foreseeable, and proximate result of Defendants' conduct,
4 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, bonuses,
5 job benefits, and other employment benefits which she would have received from Defendants,
6 plus expenses incurred in obtaining substitute employment and not being regularly employed all
7 to her damage in a sum within the jurisdiction of this Court, to be ascertained according to proof.

8 55. The grossly reckless, careless, negligent, oppressive, and/or intentional,
9 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
10 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
11 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
12 punish said Defendants, deter them from engaging in such conduct again, and to make an
13 example of them to others. PLAINTIFF is informed and believes and based thereon alleges that
14 the punitive conduct of said Defendants was ratified by those other individuals who were
15 managing agents of said Defendants. These unlawful acts were further ratified by Defendants
16 and done with a conscious disregard for PLAINTIFF's rights and with the intent, design and
17 purpose of injuring PLAINTIFF. By reason thereof, PLAINTIFF is entitled to punitive or
18 exemplary damages in this cause of action in a sum to be determined at the time of trial.

19 56. PLAINTIFF also prays for reasonable costs and attorney fees against Defendants,
20 as allowed by California Government Code §12965 and any other applicable statutes for
21 PLAINTIFF's prosecution of this action in reference to the time PLAINTIFF's attorney spends
22 pursuing this cause of action as well as any other applicable statutes.

23 Fourth Cause of Action

24 **FAILURE TO ENGAGE IN THE GOOD FAITH INTERACTIVE PROCESS**

25 (Against Corporate Defendant)

26 57. PLAINTIFF re-alleges and incorporates herein the information set forth in
27 paragraphs 1-56 as though fully set forth at length.

1 58. As alleged herein and in violation of California Government Code section
2 12940(n), Defendants violated the California Fair Employment and Housing Act by, among
3 other things, refusing and/or failing to engage in a timely, good faith, interactive process with
4 PLAINTIFF regarding her work restrictions and requested leave for medical appointments
5 facilitating the treatment of her disabilities.

6 59. As a direct and proximate result of Defendant's willful, knowing, and intentional
7 failure to engage in the interactive process, PLAINTIFF has sustained and continues to sustain
8 substantial losses in earnings and other employment benefits.

9 60. As a direct, foreseeable, and proximate result of the conduct of Defendants,
10 PLAINTIFF has suffered, and continues to suffer emotional distress, losses in salary, bonuses,
11 job benefits, and other employment benefits which she would have received from Defendants,
12 plus expenses incurred in obtaining substitute employment and not being regularly employed all
13 to her damage in a sum within the jurisdiction of this court, to be ascertained according to proof.

14 61. The grossly reckless, careless, negligent, oppressive and/or intentional, malicious,
15 and bad faith manner in which said Defendants engaged in those acts as described in this cause
16 of action entitle PLAINTIFF to punitive damages against said Defendants in an amount within
17 the jurisdiction of this court, to be ascertained by the fact finder, that is sufficiently high to
18 punish said Defendants, deter them from engaging in such conduct again, and to make an
19 example of them to others. PLAINTIFF is informed and believes and based thereon alleges that
20 the punitive conduct of said Defendants was ratified by those other individuals who were
21 managing agents of said Defendants. These unlawful acts were further ratified by Defendants
22 and done with a conscious disregard for PLAINTIFF's rights and with the intent, design and
23 purpose of injuring PLAINTIFF. By reason thereof, PLAINTIFF is entitled to punitive or
24 exemplary damages in this cause of action in a sum to be determined at the time of trial.

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1 Fifth Cause of Action

2 **RETALIATION FOR REQUESTING ACCOMODATION**

3 (Against Corporate Defendant)

4 62. PLAINTIFF re-alleges and incorporates herein the information set forth in
5 Paragraphs 1-61 as though fully set forth and alleged herein.

6 63. This cause of action is based upon California Government Code Section 12940, et
7 seq., which prohibits employers from retaliating against employees who make a request for
8 accommodation for their disabilities and who complain of a lack of accommodation for their
9 disabilities; and prohibits employers from retaliating against employees who complain of age or
10 gender discrimination.

11 64. Defendants, through officers, directors, managing agents, or supervisory
12 employees, violated California Government Code Section 12940, et seq. by doing the following
13 acts, all because of PLAINTIFF's requests for accommodation and complaints of a lack of all
14 reasonable accommodations for her pregnancy, including but not limited to: intentionally
15 creating or knowingly permitting working conditions to exist that were so intolerable that a
16 reason person in PLAINTIFF's position would have had no reasonable alternative except to
17 resign.

18 65. PLAINTIFF has exhausted her administrative remedies under the California Fair
19 Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the
20 Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

21 66. As a direct and proximate result of Defendants' willful, knowing, and intentional
22 retaliation, PLAINTIFF has sustained and continues to sustain substantial losses in earnings and
23 other employment benefits.

24 67. As a direct, foreseeable, and proximate result of the conduct of Defendants,
25 PLAINTIFF has suffered and continues to suffer emotional distress, losses in salary, bonuses,
26 job benefits, and other employment benefits which she would have received from Defendants,
27 plus expenses incurred in obtaining substitute employment and not being regularly employed all
28 to her damage in a sum within the jurisdiction of this court, to be ascertained according to proof.

1 knowingly and intentionally failed to engage in remedial conduct to prevent and redress the
2 sexually harassing conduct of LARSON towards PLAINTIFF.

3 73. Furthermore, the PLAINTIFF is informed, believes, and thereon alleges that
4 corporate Defendants are liable for Defendants acts as alleged herein as it failed to take all
5 reasonable steps necessary to prevent sex based harassment in the workplace from occurring,
6 especially after Defendants had knowledge LARSON's propensity to commit sex based
7 harassment.

8 74. As a direct, foreseeable, and proximate result of the conduct of all Defendants
9 named in this cause of action, and each of them, the PLAINTIFF has suffered, and continues to
10 suffer emotional distress, medical expenses, substantial losses in salary, bonuses, job benefits,
11 and other employment benefits which he would have received from the corporate Defendant,
12 plus expenses incurred in obtaining substitute employment and not being regularly employed all
13 to his damage in a sum within the jurisdiction of this court, to be ascertain according to proof.

14 75. The grossly reckless, and/or intentional, malicious, and bad faith manner in which
15 all named Defendants, and each of them, engaged in those acts as described in this cause of
16 action by willfully violating those statutes enumerated in this cause of action and retaliating
17 against PLAINTIFF for refusing to comply with their willful violations of the above referenced
18 statutes and discriminating against PLAINTIFF in violation of the law, the PLAINTIFF is
19 entitled to punitive damages against said Defendants, and each of them, in an amount within the
20 jurisdiction of this court, to be ascertained by the fact finder, that is sufficiently high to punish
21 said Defendants, deter them from engaging in such conduct again, and to make an example of
22 them to others.

23 76. The PLAINTIFF is informed, believes, and based thereon, alleges that the
24 outrageous conduct of said Defendants described above were done with oppression and malice
25 by the PLAINTIFF's supervisor and managers and were ratified by those other individuals who
26 were managing agents of said Defendant employers. These unlawful acts were further ratified by
27 the Defendant employers and done with a conscious disregard for the PLAINTIFF's rights and
28 with the intent, design and purpose of injuring the PLAINTIFF. By reason thereof, the

1 PLAINTIFF is entitled to punitive or exemplary damages against said Defendants, and each of
2 them, for their acts as described in this cause of action in a sum to be determined at the time of
3 trial.

4 77. The PLAINTIFF also prays for reasonable costs and attorney fees, as allowed by
5 FEHA for the PLAINTIFF's prosecution of this action in reference to the FEHA code violations
6 described in this cause of action.

7 Seventh Cause of Action

8 **RETALIATION FOR COMPLAINTS OF PREGNANCY HARASSMENT**

9 (Against Corporate Defendant)

10 78. PLAINTIFF re-alleges and incorporates herein the information set forth in
11 Paragraphs 1-77 and incorporates these paragraphs into this cause of action as if they were fully
12 alleged herein.

13 79. This cause of action is based upon California statutes prohibiting retaliation for
14 protesting sexual harassment in the workplace including, but not limited to: (a) California
15 Government Code Sections 12940, et seq. which prohibits employers from sexually harassing or
16 retaliating against employees for their complaints of sexual harassment; and (b) California
17 Government Code Section 12940(h) which prohibits employers from discharging or otherwise
18 discriminating against a person because the person has opposed any practices forbidden under
19 California Government Code Section 12940, et seq.

20 80. The PLAINTIFF has exhausted her administrative remedies under the California
21 Fair Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter
22 from the Department of Fair Employment and Housing, allowing the PLAINTIFF to sue said
23 Defendants.

24 81. PLAINTIFF is informed, believes, and alleges that at all times PLAINTIFF was
25 employed by Defendants, and Defendants did affirmative acts as described in the general
26 allegations herein that constituted retaliation after PLAINTIFF made the complaints as herein
27 alleged. Defendants knowingly and intentionally engaged in said unwelcome retaliatory behavior
28 due to PLAINTIFF's complaints and protestations.

1 was intended to cause severe emotional distress, or was done in reckless disregard of the
2 probability of causing severe emotional distress.

3 87. As an actual and proximate result of Defendants' wrongful conduct, PLAINTIFF
4 has suffered and continues to suffer severe and continuous humiliation, emotional distress, and
5 physical and mental pain and anguish, all to her damage in an amount according to proof at the
6 time of trial.

7 88. Defendants committed the acts alleged herein maliciously, fraudulently, and
8 oppressively, with the wrongful intention of injuring PLAINTIFF, and acted with an improper
9 and evil motive amounting to malice and in conscious disregard of PLAINTIFF's rights. Because
10 the acts taken toward PLAINTIFF were carried out by Defendants acting in a deliberate, cold,
11 callous, and intentional manner in order to injure and damage PLAINTIFF, she is entitled to
12 recover punitive damages from Defendants in an amount according to proof.

13 Ninth Cause of Action

14 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

15 (Against Corporate Defendant)

16
17 89. re-alleges and incorporates herein the information set forth in Paragraphs 1-88
18 and incorporates these paragraphs into this cause of action as if they were fully alleged herein.

19 90. "[W]hen an employer's discharge of an employee violates fundamental principles
20 of public policy, the discharged employee may maintain a tort action and recover damages
21 traditionally available in such actions." *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167,
22 170.

23 91. The PLAINTIFF has exhausted her administrative remedies under the California
24 Fair Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter
25 from the Department of Fair Employment and Housing, allowing the PLAINTIFF to sue said
26 Defendants.

27 92. PLAINTIFF is informed, believes, and alleges that at all times PLAINTIFF was
28 employed by Defendants, and Defendants did affirmative acts as described in the general

1 allegations herein that constituted wrongful termination after PLAINTIFF made the complaints
2 as herein alleged. Defendants knowingly and intentionally engaged in said unwelcome retaliatory
3 behavior due to PLAINTIFF's complaints and protestations.

4 93. As a direct, foreseeable, and proximate result of the conduct of all Defendants
5 named in this cause of action, and each of them, the PLAINTIFF has suffered, and continues to
6 suffer emotional distress, medical expenses, substantial losses in salary, bonuses, job benefits,
7 and other employment benefits which he would have received from the corporate Defendant,
8 plus expenses incurred in obtaining substitute employment and not being regularly employed all
9 to her damage in a sum within the jurisdiction of this court, to be ascertain according to proof.

10 94. The grossly reckless, and/or intentional, malicious, and bad faith manner in which
11 all named Defendants, and each of them, engaged in those acts as described in this cause of
12 action by willfully violating those statutes enumerated in this cause of action and retaliating
13 against PLAINTIFF for refusing to comply with their willful violations of the above referenced
14 statutes and discriminating against PLAINTIFF in violation of the law, the PLAINTIFF is
15 entitled to punitive damages against said Defendants, and each of them, in an amount within the
16 jurisdiction of this court, to be ascertained by the fact finder, that is sufficiently high to punish
17 said Defendants, deter them from engaging in such conduct again, and to make an example of
18 them to others.

19
20 Prayer for Relief

21 1. The PLAINTIFF is informed, believes, and based thereon, alleges that the
22 outrageous conduct of said Defendants described above were done with oppression and malice
23 by the PLAINTIFF's supervisor and managers and were ratified by those other individuals who
24 were managing agents of said Defendant employers. These unlawful acts were further ratified by
25 the Defendant employers and done with a conscious disregard for the PLAINTIFF's rights and
26 with the intent, design and purpose of injuring the PLAINTIFF. By reason thereof, the
27 PLAINTIFF is entitled to punitive or exemplary damages against said Defendants, and each of
28

1 them, for their acts as described in this cause of action in a sum to be determined at the time of
2 trial.

3 2. The PLAINTIFF also prays for reasonable costs and attorney fees, as allowed by
4 FEHA for the PLAINTIFF's prosecution of this action in reference to the FEHA code violations
5 described in this cause of action.

6 3. PLAINTIFF demands a jury trial.

7 4. The amount in controversy exceeds \$25,000.

8 5. PLAINTIFF prays for the following relief:

9 6. For general damages in an amount according to proof, but in excess of the
10 minimum jurisdiction of this court;

11 7. For special damages in an amount according to proof for PLAINTIFF's loss of
12 past and future earnings, loss of job security and all damages flowing therefrom;

13 8. For all general and special damages to compensate PLAINTIFF for any medical
14 expenses and suffering and related damages;

15 9. For punitive damages, as allowed by law, that will sufficiently punish, make an
16 example of, and deter future conduct by Defendants;

17 10. For all interest as allowed by law;

18 11. For all costs and disbursements incurred in this suit;

19 12. For attorneys' fees;

20 13. For such other and further relief as the Court deems just and proper.

21
22 DATED: 9-17-18

SEMNR & HARTMAN, LLP

23
24 By: Jared M. Hartman
25 Jared M. Hartman, Esq.
26 Attorneys for Plaintiff,
27 RACHEL SPINA
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