

**BROCK & GONZALES, LLP**

6701 CENTER DRIVE WEST, STE. 610

LOS ANGELES, CA 90045

Tel: (310) 294-9595

Fax: (310) 961-3673

TIMOTHY J. GONZALES, STATE BAR NO. 234923

tg@brockgonzales.com

LEE A. CIRSCH, STATE BAR NO. 227668

lc@brockgonzales.com

LINDSAY L. BOWDEN, STATE BAR NO. 18685

lb@brockgonzales.com

**ELECTRONICALLY FILED**

**Superior Court of California**

**County of Santa Barbara**

**Darrel E. Parker, Executive Officer**

**2/18/2021 11:04 AM**

**By: Sarah Sisto, Deputy**

**Attorneys for Plaintiff**

PETER WITHERS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA**

PETER WITHERS, an individual,

Plaintiff,

vs.

PLANNED PARENTHOOD  
CALIFORNIA CENTRAL COAST, a  
California Corporation; and  
DOES 1-50, inclusive,

Defendants.

Case No.: 20CV03872

**FIRST AMENDED COMPLAINT FOR  
DAMAGES FOR:**

- (1) DISABILITY/MEDICAL CONDITION  
DISCRIMINATION IN VIOLATION  
OF THE FEHA;**
- (2) FAILURE TO ACCOMMODATE IN  
VIOLATION OF THE FEHA;**
- (3) FAILURE TO ENGAGE IN THE  
INTERACTIVE PROCESS IN  
VIOLATION OF THE FEHA;**
- (4) RETALIATION IN VIOLATION OF  
THE FEHA;**
- (5) FAILURE TO PREVENT IN  
VIOLATION OF THE FEHA;**
- (6) INTERFERENCE WITH CFRA  
RIGHTS;**
- (7) RETALIATION IN VIOLATION OF  
THE CFRA;**
- (8) VIOLATION OF CALIFORNIA  
LABOR CODE §§98.6 AND 1102.5, ET  
SEQ; and**
- (9) WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY.**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, PETER WITHERS, hereby brings his employment complaint, demanding a trial  
2 by jury, against the above-named Defendants and states and alleges as follows:

3 **THE PARTIES**

4 1. At all times mentioned herein, Plaintiff, PETER WITHERS, is an individual.

5 2. At all times mentioned herein, Defendant PLANNED PARENTHOOD  
6 CALIFORNIA CENTRAL COAST (hereinafter “PLANNED PARENTHOOD” and/or  
7 “Defendant” where applicable) was a California Corporation, doing business in the State of  
8 California, County of Santa Barbara, at 518 Garden Street, Santa Barbara, CA 93101. At the time  
9 the causes of action arose, Defendant PLANNED PARENTHOOD was Plaintiff’s employer.

10 3. The true names and capacities, whether individual, corporate, associate or otherwise  
11 of DOES 1 through 50 are unknown to Plaintiff who therefore sues these defendants under said  
12 fictitious names. Plaintiff is informed and believes that each of the defendants named as a Doe  
13 defendant is legally responsible in some manner for the events referred to in this Complaint, is  
14 either negligently, willfully, wantonly, recklessly, tortiously, strictly liable, statutorily liable or  
15 otherwise, for the injuries and damages described below to this Plaintiff. Plaintiff will in the  
16 future seek leave of this court to show the true names and capacities of these Doe defendants  
17 when it has been ascertained.

18 4. Plaintiff is informed and believes, and based thereon alleges, that each defendant  
19 acted in all respects pertinent to this action as the agent of the other defendants, carried out a  
20 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
21 defendant are legally attributable to the other defendants.

22 5. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant or  
23 Defendants shall refer to all Defendants, and each of them.

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**ALLEGATIONS**

6. Plaintiff began his employment with Defendant on or about October 19, 2015. At the time of Plaintiff’s wrongful termination on or about April 30, 2020, Plaintiff was employed by Defendant as a Lead System Analyst.

7. At all times mentioned herein, Plaintiff performed his job duties in an exemplary manner. In fact, in Plaintiff’s last Annual Evaluation in or around October 2019, Plaintiff received an overall ranking of “Fully Meets” expectations.

8. Unfortunately, on or about January 24, 2020, Plaintiff suffered a Transient Ischemic Attack (“TIA”) and/or mini stroke while at work. Following the TIA and/or mini stroke, Plaintiff only took approximately two days off of work to heal and recover and thereafter returned to work.

9. After Plaintiff returned to work, he worked for approximately two weeks. However, after consulting with his healthcare providers, Plaintiff’s healthcare providers recommended a medical leave of absence. Therefore, Plaintiff requested and Defendant granted Plaintiff a medical leave of absence.

10. On or about February 25, 2020, while Plaintiff was on his medical leave of absence, Plaintiff suffered a second TIA and/or mini stroke and thereafter, requested an extension of his medical leave of absence through March 2020.

11. Plaintiff returned to work on or about April 6, 2020. When Plaintiff returned to work after his medical leave of absence, Plaintiff’s supervisor Systems Administrator, Brian Hecker, began to discriminate and/or retaliate against Plaintiff by, among other things, avoiding Plaintiff, taking away his job duties, over scrutinizing his work performance and ultimately giving Plaintiff a false and/or pretextual write up on or about April 24, 2020.

12. After Plaintiff received the discriminatory and/or retaliatory April 24<sup>th</sup> write up, Plaintiff complained to Defendant’s Director of Human Resources, Liliana Duran on or about April 27, 2020 about his supervisor’s discrimination and/or retaliation.

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1 13. Shockingly, on or about April 30, 2020, within a few days after Plaintiff’s complaint  
2 to Defendant’s Human Resources department, Defendant wrongfully terminated Plaintiff for the  
3 false and/or pretextual reason of violation of company values.

4 14. Plaintiff is informed and believes, and thereon alleges, that Defendant wrongfully  
5 terminated Plaintiff on account of his perceived and/or disabilities and/or medical conditions  
6 and/or in retaliation for his requests for leaves of absence and/or taking leaves of absence and/or  
7 requesting accommodations and/or protesting discrimination and/or retaliation.

8 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

9 15. On November 20, 2020, Plaintiff filed charges with the State of California,  
10 Department of Fair Employment and Housing. The Department of Fair Employment and  
11 Housing closed Plaintiff’s case in order to allow Plaintiff to pursue his civil remedies under the  
12 Fair Employment Housing Act (“FEHA”) and issued Plaintiff a right to sue letter the same day.

13 **FIRST CAUSE OF ACTION**

14 **DISABILITY/MEDICAL CONDITION DISCRIMINATION**

15 **IN VIOLATION OF THE FEHA**

16 **(Against ALL Defendants)**

17 16. Plaintiff restates and incorporates by this reference as if fully set forth herein  
18 paragraphs 1 through 15 of this Complaint.

19 17. At all times herein mentioned, the FEHA was in full force and effect and was binding  
20 on Defendants, as Defendants regularly employed five or more persons.

21 18. The FEHA requires Defendants to refrain from discriminating against any employee  
22 on the basis of perceived and/or disability/medical condition.

23 19. Defendants engaged in unlawful employment practices in violation of the FEHA.

24 20. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered  
25 actual, consequential and incidental financial losses, including without limitation, loss of salary  
26 and benefits, and the intangible loss of employment related opportunities in his field and damage  
27 to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff  
28

1 claims such amounts as damages pursuant to California Civil Code § 3287 and/or § 3288 and/or  
2 any other provision of law providing for prejudgment interest.

3 21. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and  
4 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well  
5 as the manifestation of physical symptoms. Plaintiff is informed and believes, and thereupon  
6 alleges, that he will continue to experience said physical and emotional suffering for a period in  
7 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

8 22. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to  
9 hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to  
10 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'  
11 fees and costs under California Government Code § 12965(b).

12 23. These actions taken against Plaintiff were carried out and ratified by officers and  
13 managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and  
14 Director of Human Resources, Liliana Duran. In addition, Defendant had in place policies and  
15 procedures that specifically prohibited discrimination based on a disability and required  
16 Defendant's managers, officers, and agents to prevent disability discrimination. However,  
17 Defendants chose to consciously and willfully ignore said policies and procedures and therefore,  
18 their outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton  
19 disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff.  
20 Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in  
21 the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and  
22 punitive damages against each Defendant in an amount to be established that is appropriate to  
23 punish each Defendant and deter others from engaging in such conduct in the future.

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**SECOND CAUSE OF ACTION**

**FAILURE TO ACCOMMODATE IN VIOLATION OF THE FEHA**

**(Against ALL Defendants)**

24. Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 23 of this Complaint.

25. At all times herein mentioned, the FEHA was in full force and effect and was binding on Defendants, as Defendants regularly employed five or more persons. The FEHA imposes upon employers certain affirmative duties when confronted with an employee who has a disability/medical condition.

26. Defendants failed to fulfill their affirmative duty to reasonably accommodate Plaintiff. Defendants' actions were in direct contravention of the FEHA.

27. Plaintiff alleges that with reasonable accommodations he could have fully performed all duties and functions of his job in an adequate, satisfactory and/or outstanding manner.

28. As a direct and legal result of Defendants' discriminatory actions herein referenced, Plaintiff has suffered and continues to suffer general and special damages including but not limited to substantial losses in earnings, other employment benefits, physical injuries, physical sickness, as well as emotional distress, all to his damage in an amount according to proof.

29. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees and costs under California Government Code § 12965(b).

30. These actions taken against Plaintiff were carried out and ratified by officers and managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and Director of Human Resources, Liliana Duran. In addition, Defendant had in place policies and procedures to accommodate the disability of its employees. However, Defendants chose to consciously and willfully ignore said policies and procedures and therefore, their outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided,

1 abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct  
2 alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against  
3 each Defendant in an amount to be established that is appropriate to punish each Defendant and  
4 deter others from engaging in such conduct in the future.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN**

7 **VIOLATION OF THE FEHA**

8 **(Against ALL Defendants)**

9 31. Plaintiff restates and incorporates by this reference as if fully set forth herein  
10 paragraphs 1 through 30 of this Complaint.

11 32. The FEHA makes it unlawful for an employer to fail to engage in a timely, good  
12 faith, interactive process with the employee to determine effective reasonable accommodations,  
13 if any.

14 33. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff  
15 to accommodate his known disabilities in violation of the FEHA.

16 34. As a proximate result of the wrongful conduct of Defendants, and each of them,  
17 Plaintiff has suffered and continues to sustain substantial losses in earnings and other  
18 employment benefits in an amount according to proof at the time of trial.

19 35. As a direct and legal result of Defendants' discriminatory actions herein referenced,  
20 Plaintiff has suffered and continues to suffer general and special damages including but not  
21 limited to substantial losses in earnings, other employment benefits and emotional distress, all to  
22 his damage in an amount according to proof.

23 36. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
24 has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected  
25 to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to  
26 recover attorneys' fees and costs under California Government Code § 12965(b).

27 37. These actions taken against Plaintiff were carried out and ratified by officers and  
28 managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and

1 Director of Human Resources, Liliana Duran. In addition, Defendants had in place policies and  
2 procedures that specifically required it to engage in the interactive process to accommodate the  
3 disabilities of its employees. However, Defendants chose to consciously and willfully ignore said  
4 policies and procedures and therefore, their outrageous conduct was fraudulent, malicious,  
5 oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties  
6 owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized,  
7 ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should,  
8 therefore, be awarded exemplary and punitive damages against each Defendant in an amount to  
9 be established that is appropriate to punish each Defendant and deter others from engaging in  
10 such conduct in the future.

11 **FOURTH CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF THE FEHA**

13 **(Against ALL Defendants)**

14 38. Plaintiff restates and incorporates by this reference as if fully set forth herein  
15 paragraphs 1 through 37 of this Complaint.

16 39. The FEHA protects all individuals from retaliation for engaging in a protected  
17 activity. Plaintiff engaged in a protected activity by reporting his disability(s)/medical  
18 condition(s) and/or requesting accommodation for his disability(s)/medical condition(s) and/or  
19 requesting leave and/or taking leave.

20 40. Thereafter, Defendants retaliated against Plaintiff and terminated his employment.

21 41. As a direct and proximate result of the acts of Defendants, Plaintiff has and will  
22 continue to suffer severe mental anguish and emotional distress in the form of anger, anxiety,  
23 embarrassment, headaches, humiliation, loss of sleep, confidence, self-esteem and general  
24 discomfort; will incur medical expenses for treatment by psychotherapists and other health care  
25 professionals, and other incidental expenses; suffer loss of earnings and other employment  
26 benefits and job opportunities. Plaintiff is thereby entitled to general and compensatory damages  
27 in an amount according to proof at trial.

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1 Defendants and each of them. This section imposes on an employer a duty to take all reasonable  
2 steps necessary to prevent discrimination and retaliation from occurring, among other things.

3 47. Defendants failed to take all reasonable steps necessary to prevent discrimination and  
4 retaliation from occurring.

5 48. In failing and/or refusing to take and or all reasonable steps necessary to prevent  
6 discrimination and retaliation from occurring, Defendants violated California Government Code  
7 § 12940 (k), causing Plaintiff to suffer damages as set forth above.

8 49. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff  
9 has suffered actual, consequential and incidental financial losses, including without limitation,  
10 loss of salary and benefits, and the intangible loss of employment related opportunities in his  
11 field and damage to his professional reputation, all in an amount subject to proof at the time of  
12 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
13 and/or any other provision of law providing for prejudgment interest.

14 50. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
15 has suffered and continues to suffer emotional distress, humiliation, mental anguish and  
16 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and  
17 believes and thereupon alleges that he will continue to experience said physical and emotional  
18 suffering for a period in the future not presently ascertainable, all in an amount subject to proof  
19 at the time of trial.

20 51. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
21 has been forced to hire attorneys to prosecute his claims herein, and has incurred and is expected  
22 to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to  
23 recover attorneys' fees and costs under California Government Code § 12965(b).

24 52. These actions taken against Plaintiff were carried out and ratified by officers and  
25 managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and  
26 Director of Human Resources, Liliana Duran. Defendant had in place policies and procedures  
27 that specifically required Defendant's managers, officers, and agents to prevent discrimination  
28 and harassment against and upon their employees. Plaintiff relied on the fact that Defendant

1 would follow these known policies, yet Defendant consciously chose not to follow said policies.  
2 Therefore, Defendant's conduct was fraudulent, malicious, oppressive, and was done in wanton  
3 disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff.  
4 Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in  
5 the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and  
6 punitive damages against each Defendant in an amount to be established that is appropriate to  
7 punish each Defendant and deter others from engaging in such conduct.

8 **SIXTH CAUSE OF ACTION**

9 **INTERFERENCE IN VIOLATION OF THE CFRA**

10 **(Against ALL Defendants)**

11 53. Plaintiff restates and incorporates by this reference as if fully set forth herein  
12 paragraphs 1 through 52 of this Complaint.

13 54. All relevant times herein, Plaintiff was entitled to protected leave under the FEHA,  
14 which includes the CFRA, Government Code §12945.2 et seq.

15 55. It is unlawful for an employer to interfere with, restrain, or deny the exercise of or  
16 the attempt to exercise, any right under the CFRA.

17 56. Defendant violated Plaintiff's CFRA rights by interfering with those rights.

18 57. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff  
19 has suffered actual, consequential and incidental financial losses, including without limitation,  
20 loss of salary and benefits, and the intangible loss of employment related opportunities in his  
21 field and damage to his professional reputation, all in an amount subject to proof at the time of  
22 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
23 and/or any other provision of law providing for prejudgment interest.

24 58. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
25 has suffered and continues to suffer emotional distress, humiliation, mental anguish and  
26 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and  
27 believes and thereupon alleges that he will continue to experience said physical and emotional  
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1 suffering for a period in the future not presently ascertainable, all in an amount subject to proof  
2 at the time of trial.

3 59. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
4 has been forced to hire attorneys to prosecute his claims herein and has incurred and is expected  
5 to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to  
6 recover attorneys' fees and costs under California Government Code § 12965(b).

7 60. These actions taken against Plaintiff were carried out and ratified by officers and  
8 managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and  
9 Director of Human Resources, Liliana Duran. In addition, Defendant had in place policies and  
10 procedures to grant protected leave. However, Defendants chose to consciously and willfully  
11 ignore said policies and procedures and therefore, their outrageous conduct was fraudulent,  
12 malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights  
13 and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in,  
14 authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff  
15 should, therefore, be awarded exemplary and punitive damages against each Defendant in an  
16 amount to be established that is appropriate to punish each Defendant and deter others from  
17 engaging in such conduct in the future.

18 **SEVENTH CAUSE OF ACTION**

19 **RETALIATION IN VIOLATION OF THE CFRA**

20 **(Against ALL Defendants)**

21 61. Plaintiff restates and incorporates by this reference as if fully set forth herein  
22 paragraphs 1 through 60 of this Complaint.

23 62. All relevant times herein, Plaintiff was entitled to protected leave under the FEHA,  
24 which includes the CFRA, Government Code §12945.2 et seq.

25 63. It is unlawful for an employer to retaliate against an employee for wanting to take  
26 and/or for taking CFRA leave.

27 64. Defendant violated Plaintiff's CFRA rights by retaliating against Plaintiff for taking  
28 and/or requesting CFRA leave.

1           65. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff  
2 has suffered actual, consequential and incidental financial losses, including without limitation,  
3 loss of salary and benefits, and the intangible loss of employment related opportunities in his  
4 field and damage to his professional reputation, all in an amount subject to proof at the time of  
5 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
6 and/or any other provision of law providing for prejudgment interest.

7           66. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
8 has suffered and continues to suffer emotional distress, humiliation, mental anguish and  
9 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and  
10 believes and thereupon alleges that he will continue to experience said physical and emotional  
11 suffering for a period in the future not presently ascertainable, all in an amount subject to proof  
12 at the time of trial.

13           67. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff  
14 has been forced to hire attorneys to prosecute his claims herein and has incurred and is expected  
15 to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to  
16 recover attorneys' fees and costs under California Government Code § 12965(b).

17           68. These actions taken against Plaintiff were carried out and ratified by officers and  
18 managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and  
19 Director of Human Resources, Liliana Duran. In addition, Defendant had in place policies and  
20 procedures to prohibit retaliation. However, Defendants chose to consciously and willfully  
21 ignore said policies and procedures and therefore, their outrageous conduct was fraudulent,  
22 malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights  
23 and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in,  
24 authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff  
25 should, therefore, be awarded exemplary and punitive damages against each Defendant in an  
26 amount to be established that is appropriate to punish each Defendant and deter others from  
27 engaging in such conduct in the future.

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**EIGHTH CAUSE OF ACTION**

**VIOLATION OF CALIFORNIA LABOR CODE §§98.6 AND 1102.5, ET SEQ.**

**(Against ALL Defendants)**

69. Plaintiff incorporates by reference paragraphs 1 through 68, inclusive, of this Complaint as if fully set forth at this place.

70. At all times mentioned herein California Labor Code § 1102.5 was in full force and effect, and were binding on Defendants, and each of them.

71. California Labor Code § 1102.5(b) prohibits an employer, or any person acting on behalf of the employer, from retaliating against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

72. Plaintiff is informed, believes, and based thereon alleges that a substantial factor, if not the sole factor, in Defendants' decision to terminate Plaintiff's employment was because he disclosed unlawful information to a government or law enforcement agency and/or another employee who has the authority to investigate, discover and/or correct the violation and/or Defendants believed he may disclose unlawful information to a government agency and/or because he refused to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

73. As a proximate result of the aforesaid acts of Defendants and each of them, Plaintiff has lost, and will continue to lose, earnings and fringe benefits and has suffered and/or will suffer other actual, consequential and incidental financial losses, in an amount to be proven at trial in excess of the jurisdictional minimum of this court. Plaintiff claims such amounts as damages

1 together with prejudgment interest pursuant to Civil Code section 3287 and/or section 3288  
2 and/or any other provision of law providing for prejudgment interest.

3 74. As a proximate result of the aforesaid acts of Defendants and each of them, Plaintiff  
4 has become mentally upset, distressed, embarrassed, humiliated, and aggravated. Plaintiff claims  
5 general damages for such mental and physical distress and aggravation in a sum in excess of the  
6 jurisdictional minimum of this court.

7 75. Because the acts taken toward Plaintiff were carried out by Plaintiff's supervisors,  
8 who was a managerial employee acting in a deliberate, cold, callous, cruel and intentional  
9 manner, in conscious disregard of Plaintiff's rights and in order to injure and damage him,  
10 Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums  
11 in excess of the jurisdictional minimum of this court.

12 76. As a result of the acts of Defendants, Plaintiff is entitled to reasonable attorney's  
13 fees and costs of said suit as specifically provided in California Code of Civil Procedure  
14 §1021.5.

15 77. In addition, Defendant is liable for a civil penalty of ten thousand dollars (\$10,000),  
16 pursuant to California Labor Code § 1102(f).

17 78. Furthermore, at all times mentioned herein California Labor Code § 98.6 was in full  
18 force and effect, and were binding on Defendants, and each of them.

19 79. California Labor Code § 98.6(a) prohibits an employer from discharging or in any  
20 manner discriminating, retaliating, or taking any adverse action against any employee or  
21 applicant for employment because the employee or applicant engaged in any conduct delineated  
22 in certain sections of the Labor Code, including California Labor Code § 1102.5, or because the  
23 employee or applicant for employment has filed a bona fide complaint or claim or instituted or  
24 caused to be instituted any proceeding under or relating to his or her rights that are under the  
25 jurisdiction of the Labor Commissioner.

26 80. Defendant violated California Labor Code § 98.6.

27 81. As a result, Plaintiff entitled to reinstatement and reimbursement for lost wages and  
28 work benefits caused Defendant, pursuant to California Labor Code § 98.6(b)(1).



1           87. These actions taken against Plaintiff were carried out and ratified by officers and  
2 managers of Defendants including, but not limited to, Systems Administrator, Brian Hecker and  
3 Director of Human Resources, Liliana Duran . In addition, Defendant had in place policies and  
4 procedures that specifically prohibited discrimination and retaliation based on a disability and  
5 required Defendant's managers, officers, and agents to prevent discrimination and retaliation  
6 against and upon employees of Defendant. However, Defendants chose to consciously and  
7 willfully ignore said policies and procedures and therefore, their outrageous conduct was  
8 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff  
9 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,  
10 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged  
11 above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each  
12 Defendant in an amount to be established that is appropriate to punish each Defendant and deter  
13 others from engaging in such conduct in the future.

14  
15           **WHEREFORE**, Plaintiff prays for judgment as follows:

- 16           1. For general damages in an amount within the jurisdictional limits of this Court;
- 17           2. For special damages, according to proof;
- 18           3. For punitive damages;
- 19           4. For medical expenses and related items of expense, according to proof;
- 20           5. For loss of earnings, according to proof;
- 21           6. For attorneys' fees, according to proof;
- 22           7. For prejudgment interest, according to proof;
- 23           8. For statutory penalties, according to proof;
- 24           9. For costs of suit incurred herein;
- 25           10. For declaratory relief;
- 26           11. For injunctive relief; and
- 27           12. For such other relief and the Court may deem just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

DATED: February 18, 2021

BROCK & GONZALES, LLP

By:  \_\_\_\_\_

TIMOTHY J. GONZALES

LEE A. CIRSCH

LINDSAY L. BOWDEN

Attorneys for Plaintiff

BROCK &  
GONZALES

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**PROOF OF SERVICE**  
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STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 6701 Center Drive West, Ste. 610, Los Angeles, CA 90045.

On February 18, 2021, I served the foregoing documents described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action, addressed as follows:

Anna Sweeney, Esq.  
**FIELDS LAW**  
400 Oceangate, Suite 700  
Long Beach, CA 90802  
Email: Anna@fieldslawcorp.com  
Email: Fileclerk@fieldslawcorp.com  
*Attorneys for Defendant,*  
**PLANNED PARENTHOOD CALIFORNIA CENTRAL COAST**

**ONLY BY ELECTRONIC TRANSMISSION.** Only by e-mailing the document(s) to the persons at the e-mail address(es) listed based on notice provided on **February 1, 2021** that, during the Coronavirus (Covid-19) pandemic, this office will be working remotely, not able to send physical mail as usual, and is therefore using only electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

**By U.S. Mail,** I deposited such envelope(s) in the mail at Los Angeles, California, with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

**By Personal Service,** I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 18, 2021, at Los Angeles, California.

  
\_\_\_\_\_  
Alma Martinez