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9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF SAN DIEGO

11 SHILOH LOCONTE-CROWE, AN  
12 INDIVIDUAL

13 Plaintiff,

14 v.

15 PLANNED PARENTHOOD OF THE  
16 PACIFIC SOUTHWEST, A CALIFORNIA  
17 NONPROFIT CORPORATION; LEIANA  
18 SEDILLO, AN INDIVIDUAL; AND DOES  
19 1 TO 25, INCLUSIVE

20 Defendants.

CASE NO: 37-2023-00042131-CU-OE-CTL

(UNLIMITED JURISDICTION)

**COMPLAINT FOR DAMAGES:**

1. HARASSMENT IN VIOLATION OF FEHA
2. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA
3. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

**DEMAND FOR JURY TRIAL**

21 Plaintiff, Shiloh Loconte-Crowe alleges as follows:

**GENERAL ALLEGATIONS**

- 22 1. Plaintiff, Shiloh Loconte-Crowe (hereinafter "Plaintiff" or "Ms. Loconte-Crowe") is an  
23 individual.
- 24 2. Defendant Planned Parenthood of the Pacific Southwest. (hereinafter "EMPLOYER,"  
25 "COMPANY," "PPPS," or "Planned Parenthood"), is a California Nonprofit  
26 Corporation at all relevant times hereto and conducted business at 4501 Mission Bay  
27 Dr., Suite 1C&D, San Diego, CA 92109 in the County of San Diego, State of California.
- 28 3. Plaintiff is informed and believes that Planned Parenthood of the Pacific Southwest was,

1 at all relevant times hereto, Plaintiff's employer within the meaning of Government  
2 Code §§12926(d), 12940, and/or 12950, and regularly employs five (5) or more persons  
3 and is therefore subject to the jurisdiction of this court.

4 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
5 hereto, Defendant Leiana Sedillo is an individual (hereinafter "SUPERVISOR" or "Ms.  
6 Sedillo")

7 5. The true names and capacities, whether individual, corporate, associate or otherwise of  
8 Does 1 through 25 are unknown to Plaintiff, who therefore sue these Defendants under  
9 said fictitious names. Plaintiff is informed and believes and thereon alleges that each of  
10 the Defendants named as a Doe Defendant is legally responsible in some manner for the  
11 events referred to in this complaint, either negligently, willfully, wantonly, recklessly,  
12 torturously, strictly liable, statutorily liable or otherwise, for the injuries and damages  
13 described below to these Plaintiff. Therefore, the Plaintiff will, in the future, seek leave  
14 of this court to show the true names and capacities of these Doe Defendants when same  
15 have been ascertained.

16 6. The Plaintiff has met all of the jurisdictional requirements for proceeding with their  
17 claims under the Fair Employment and Housing Act ("FEHA"), codified at California  
18 Government Code, Section 12960, *et seq.*, by timely filing administrative complaints  
19 with the Department of Fair Employment and Housing, and receiving Notices of Case  
20 Closure and Right to Sue Letters against each defendant. A true and correct copy of said  
21 letter is attached hereto as **Exhibit "A"**.

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23 **COURT VENUE AND JURISDICTION**

24 7. The venue and jurisdiction of this action is located in the county of San Diego, because  
25 Defendants' obligations, liability and injuries arose at Plaintiff's place of employment in  
26 the County of San Diego.

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28 **FACTUAL ALLEGATIONS**

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8. On or about February 8, 2021, Shiloh was hired for the position of Patient Access Specialist I (“PAS I”) at Mission Bay Mimi Brien Center in San Diego (“clinic”), a clinic for Planned Parenthood of the Pacific Southwest (“PPPS”). As PAS I, Shiloh was responsible for assisting incoming patients with appointment scheduling, check-ins, payments, and insurance eligibility. Shiloh’s pay rate was scheduled to work full-time at \$22.47 an hour. Shiloh’s direct supervisors were Center Manager Athena Bazalaki (“Ms. Bazalaki”), Interim Center Manager Marina Trevizo (“Ms. Trevizo”), Regional Director of Operations Leiana Sedillo (“Ms. Sedillo”) and Vice President of Health Center Operations Jill Pierce (“Ms. Pierce”).
  9. On or about May 22, 2023, PPPS hosted the 60th anniversary dinner for the non-profit organization at the Hilton Hotel. Given that this dinner was a company event, Shiloh and other PPPS employees attended the event. Later into the dinner, Shiloh was seated in the dining room when Regional Director of Operations Ms. Sedillo yelled out to Shiloh from across two tables. Ms. Sedillo quickly rushed to Shiloh, hugging Shiloh from the side and rubbing Shiloh’s arm up and down.
  10. Shiloh could smell the alcohol in Ms. Sedillo’s breath, causing Shiloh to feel very uncomfortable. Ms. Sedillo’s demeanor was very touchy, touching Shiloh’s shoulders, arms, and hands. Ms. Sedillo repeatedly exclaimed how good Shiloh looked and how happy she was to see Shiloh. It became clear that Ms. Sedillo was intoxicated when she persisted in touching Shiloh’s excessively as they spoke.
  11. At some point during the interaction Ms. Sedillo stopped mid-sentence, looked down at Shiloh’s cleavage, smiled and said, “oh yeah, you look very good”. Shiloh did not want to be rude given that Ms. Sedillo is the Regional Manager of PPPS, but the entire situation made Shiloh extremely nervous. Shiloh managed to get away from Ms. Sedillo and actively tried to avoid Ms. Sedillo for the rest of the event.
  12. At the end of the night Shiloh headed to the elevator to leave. At the elevator Shiloh bumped into Ms. Sedillo and PPPS supervisors Cierra Wright (“Ms. Wright”), Stephanie

1 Machado (“Ms. Machado”) and Onika Miyashiro (“Ms. Miyashiro”). Ms. Sedillo once  
2 again started hugging Shiloh and slowly caressing up and down Shiloh’s arm. Ms.  
3 Sedillo’s swayed back and forth, her speech slurred from how intoxicated she was. At  
4 some point Ms. Sedillo lost her footing and fell back on someone while waiting for the  
5 elevator.

6 13. Shiloh grew frustrated at the situation. None of the PPPS supervisors that accompanied  
7 Ms. Sedillo corrected her behavior. Instead, they giggled, and proceeded to guide Ms.  
8 Sedillo into the elevator to leave. On the drive home Shiloh thought about what Ms.  
9 Sedillo had done and how her unsolicited touching made Shiloh feel. Prior to the  
10 incident, Shiloh had hardly ever interacted with Ms. Sedillo. Shiloh was confused as to  
11 why someone in a leadership role like Ms. Sedillo would be so negligent of their alcohol  
12 consumption in a professional setting.

13 14. On or about May 24, 2023, Shiloh called the employee anonymous line for PPPS and  
14 reported the incident with Ms. Sedillo. Shiloh chose to remain anonymous out of fear of  
15 being retaliated against. Shiloh also lacked confidence that the anonymous line would  
16 help with the incident. As a result, Shiloh decided to speak with Interim Center Manager  
17 Ms. Trevizo about the incident. Ms. Trevizo assured Shiloh that she would contact  
18 Human Resources Representative Diane Delille (“Ms. Delille”)

19 15. Later that same day, Ms. Delille and Ms. Trevizo spoke with Shiloh and expressed their  
20 sentiments about what Shiloh experienced. Both Ms. Trevizo and Ms. Delille stated that  
21 they believed Shiloh’s statement about the incident and admired Shiloh for having the  
22 courage to speak up. Ms. Delille informed Shiloh that several other people had  
23 mentioned that Ms. Sedillo was also very touchy with them.

24 16. Shiloh is not sure what PPPS’s protocol is when dealing with sexual harassment  
25 incidents. Shiloh is also unaware if PPPS conducted a thorough investigation of the  
26 incident with Ms. Sedillo. However, Ms. Delille did inform Shiloh that Ms. Sedillo was  
27 spoken to but could not be fired because PPPS believes in providing all employees of  
28 the organization with a fair work environment opportunity to improve.

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17. Shiloh felt that Ms. Sedillo was dismissed from any real consequences and was given a slap on the wrist for her inappropriate behavior. Although Ms. Sedillo did not work directly at the clinic, Ms. Sedillo would often visit the clinic without giving any prior notice. Having Ms. Sedillo show up to the clinic unannounced caused Shiloh a great deal of anxiety. Shiloh communicated this to Ms. Trevizo and requested to work from home on the days that Ms. Sedillo would be coming in.

18. Unfortunately, this was not possible because Ms. Sedillo did not have to notify anyone at the clinic when she would be coming in. In addition, Ms. Trevizo assured Shiloh that interacting with Ms. Sedillo was not optional and all employees were expected to work alongside PPPS supervisors. Shiloh felt very unsupported by PPPS. Had Ms. Sedillo been a male Regional Director of Operations PPPS might have addressed the situation in an entirely different way. Frustrated with the way PPPS handled the situation, Shiloh began to dread going into work. Shiloh would experience crippling anxiety on the drive to work before every shift. Work became emotionally taxing, and Shiloh's mental state began to deteriorate. Shiloh gave it some thought but ultimately decided that leaving PPPS was the best option.

19. On or around July 26, 2023, Shiloh sent Ms. Delille a resignation email. Shiloh is set to start a new job opportunity in August 2023 and is very optimistic. Shiloh is hoping that a new work environment will ease the anxiety levels that have been consistent since the incident.

20. As a result of Ms. Sedillo's actions and Employer's inaction, Shiloh has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological counseling and treatment, and past and future lost wages and benefits.

21. EMPLOYERS are thus jointly and severally liable for compliance with applicable laws discussed herein, and for Plaintiff's damages herein alleged.



1 the business affairs of Planned Parenthood and Does 11 through 25 are, and at all times relevant  
2 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same  
3 are in inextricable confusion. Defendants are, and at all times relevant hereto were, used by one  
4 another and Does 1 through 25 as mere shells and conduits for the conduct of certain of  
5 Defendants' affairs, and are, and were, the alter egos of one another and Does 1 through 25.  
6 The recognition of the separate existence of Planned Parenthood and Does 1 through 25 would  
7 not promote justice, in that it would permit Defendants to insulate themselves from liability to  
8 Plaintiff for violations of the Government Code, Civil Code, Labor Code, and other statutory  
9 violations. The corporate existence of the Defendants and Does 1 through 25 should be  
10 disregarded in equity and for the ends of justice because such disregard is necessary to avoid  
11 fraud and injustice to Plaintiff herein.  
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14 24. Accordingly, Planned Parenthood and Does 1 to 10 constitute the alter egos of Ms.  
15 Sedillo Does 20 through 25 and the fiction of their separate corporate existence must be  
16 disregarded.  
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18 25. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
19 thereon alleges that Planned Parenthood and/or Does 1 through 25 are Plaintiff's joint  
20 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Planned  
21 Parenthood and/or Does 1 through 25. Plaintiff performed services for each and every  
22 one of Defendants, and to the mutual benefit of all Defendants, and all Defendants  
23 shared control of Plaintiff as an employee, either directly or indirectly, and the manner  
24 in which Defendants' business was and is conducted.

25 26. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as  
26 and between Planned Parenthood, and Does 1 through 25, or any of them (1) there is an  
27 express or implied agreement of assumption pursuant to which Planned Parenthood,  
28 and/or Does 1 through 25 agreed to be liable for the debts of one or more of the other  
defendants, (2) the transaction between Planned Parenthood, and/or Does 1 through 25

1 amounts to a consolidation or merger of business entities or corporations, (3) Planned  
2 Parenthood, and/or Does 1 through 25 are a mere continuation of one or more of the  
3 other defendants, and/or (4) the transfer of assets to the Defendant and/or Does 1  
4 through 25 is for the fraudulent purpose of escaping liability for the Defendant's debts.  
5 Accordingly, Planned Parenthood and/or Does 1 through 25 are the successors of one or  
6 more of the other defendants, and are liable on that basis.

7  
8 **FIRST CAUSE OF ACTION**

9 **HARASSMENT IN VIOLATION OF FEHA**

10 **(Plaintiff against ALL NAMED DEFENDANTS, and Does 1 - 25)**

- 11 27. Plaintiff incorporates by reference each allegation in the preceding paragraphs.
- 12 28. The law requires Defendants to refrain from harassing, or creating, or maintaining a  
13 hostile work environment against an employee based on the employee's gender, sex, age,  
14 and engagement in protected activities, as set forth above.
- 15 29. The Fair Employment and Housing Commission's regulations provide: "Harassment"  
16 includes but is not limited to: (A) Verbal harassment, *e.g.*, epithets, derogatory  
17 comments, or slurs on a basis enumerated in the Act; (B) Physical harassment, *e.g.*,  
18 assault, impeding or blocking movement, or any physical interference with normal work  
19 or movement, when directed at an individual on a basis enumerated in the Act. (Cal.  
20 Code Regs., tit. 2, § 7287.6(b)(1).
- 21 30. Government Code § 12940(j)(4)(C) also provides: "[H]arassment because of sex  
22 includes sexual harassment, gender harassment, and harassment based on pregnancy,  
23 childbirth, or related medical conditions." (Gov. Code, § 12940(j)(4)(C).) "The elements  
24 [of a prima facie claim of hostile-environment sexual harassment] are: (1) Plaintiff  
25 belongs to a protected group; (2) Plaintiff was subject to unwelcome sexual harassment;  
26 (3) the harassment complained of was based on sex; (4) the harassment complained of  
27 was sufficiently pervasive so as to alter the conditions of employment and create an  
28 abusive working environment; and (5) respondent superior." (*Fisher v. San Pedro Peninsula Hosp.* (1989) 214 Cal. App.3d 590, 608 [262 Cal. Rptr. 842].
31. Plaintiff faced harassing, hostile and abusive conduct that was severe, pervasive, and unwelcomed by Plaintiff.

- 1 32. The harassing, hostile and abusive conduct Plaintiff endured while working for  
2 Employer was because of, and on account of their gender, sex, sexual orientation,  
3 perceived sexual orientation and age.
- 4 33. A reasonable person in Plaintiff's circumstances would have considered the work  
5 environment to be hostile, intimidating, oppressive and abusive. Plaintiff found the work  
6 environment to be hostile, intimidating, oppressive and abusive.
- 7 34. Defendants were apprised of the harassment, retaliation, and unwanted conduct but  
8 turned a blind eye toward Plaintiff and refused to redress the abusive and hostile  
9 situations.
- 10 35. Defendants, and each, showed indifference, encouraged the offensive conduct and  
11 refused to stop the harassing conduct or place Plaintiff in a work environment free from  
12 harassment and hostile and abusive conduct.
- 13 36. Plaintiff's supervisors perpetrated the above acts, and Defendants knew or should have  
14 known of the conduct but failed to take immediate and corrective action.
- 15 37. Because of Defendants' harassment, Plaintiff suffered economic damages, including lost  
16 wages and benefits, and other compensatory damages in an amount to be proved.  
17 Defendants' conduct was a substantial factor in causing Plaintiff's harm.
- 18 38. Because of Defendants' harassment, Plaintiff has suffered humiliation, mental anguish,  
19 anxiety, stress, and other emotional and physical distress, and Plaintiff has been injured  
20 in body and mind all to Plaintiff's damage in an amount to be proved. Plaintiff has  
21 suffered physical and mental injuries, has expended sums in the treatment of such  
22 injuries, and will continue to expend sums to treat the physical, emotional, and mental  
23 injuries sustained by Plaintiff because of Defendants' acts, all in an amount to be proved.
- 24 39. The conduct of Defendants individually, or by their officers, directors, and managing  
25 agents, was intended by Defendants to injure Plaintiff or was despicable conduct carried  
26 on by Defendants with a willful disregard of the rights of Plaintiff or subjected Plaintiff  
27 to cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to  
28 constitute malice, oppression, or fraud under Civil Code § 3294, entitling Plaintiff to  
punitive damages in an amount appropriate to punish or make an example of Defendants.
40. As a direct and proximate result of Defendants' discrimination, harassment, and  
retaliation, Plaintiff has incurred attorney's fees and costs. Accordingly, Plaintiff may

1 have the reasonable value of such attorney's fees and costs under FEHA.

2  
3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**  
5 **IN VIOLATION OF FEHA [GOV'T CODE §§12940(k) ET SEQ.]**

6 **(Plaintiff against EMPLOYERS and Does 1 -15)**

7 41. Plaintiff hereby incorporates by reference each and every one of the allegations  
8 contained in the preceding paragraphs as if the same was fully set forth herein.

9 42. FEHA (Government Code § 12940(k)) imposes a duty on Defendants to take all  
10 reasonable steps necessary to prevent discrimination, harassment, and retaliation from  
11 occurring. Defendants violated this subsection and breached their duty by failing to take  
12 all reasonable steps necessary to prevent discrimination, harassment, and retaliation from  
13 occurring.

14 43. Defendants constructively discharged Plaintiff from their employment after Plaintiff  
15 informed Defendants of harassment and a hostile working environment based on  
16 Plaintiff's sexual orientation, age, and their complaints of discrimination, harassment,  
17 and retaliation.

18 44. Plaintiff was discriminated against and harassed as alleged in factual allegations herein  
19 above. This discrimination and harassment included, but was not limited to, Plaintiff  
20 suffering offensive sexual comments, touching, threats of violence, and was  
21 constructively discharged from their employment because of their sex, gender, sexual  
22 orientation, age, and because they complained of mistreatment.

23 45. Defendants failed to take all reasonable steps to prevent discrimination and harassment.  
24 Defendants failed to train, supervise, monitor, counsel, coach, or assist their supervisors  
25 and others in preventing sexual harassment or how to handle sexual harassment claims.  
26 Defendants permitted their supervisors to discriminate, harass, and retaliate against  
27 Plaintiff.

28 46. Defendants failed or refused to abate or prevent discrimination and harassment in the  
workplace by failing to enforce a policy against unlawful discrimination, harassment,  
and retaliation, failing to investigate incidents of discrimination and harassment, and  
failing to take prompt and appropriate disciplinary action against perpetrators of

1 discrimination and harassment toward Plaintiff.

2 47. In perpetrating the above-described misconduct, Defendants engaged in a pattern,  
3 practice, policy and custom of unlawful discrimination against Plaintiff. This  
4 misconduct on the part of Defendants constituted a policy, practice, tradition, custom  
5 and usage which denied Plaintiff the protections of Government Code section 12940. As  
6 a result, Defendants failed to prevent discrimination, harassment and retaliation.

7 48. Defendants and Does 10 through 25, inclusive, had in place policies and procedures that  
8 prohibited discrimination, harassment, and retaliation based on sex, gender, age, and  
9 required Defendants' managers, officers, and agents to prevent discrimination,  
10 harassment, and retaliation against and upon employees of Defendants. Defendants'  
11 supervisors and others in Defendants' Human Resources Department and its managerial  
12 agents, managers, officers, and agents of Defendants were aware of Defendants' policies  
13 and procedures prohibiting discrimination, harassment, and retaliation. Defendants and  
14 its managers, officers, and agents had to prevent discrimination, harassment, and  
15 retaliation based on sex, gender, sexual orientation, or age against and upon Defendants'  
16 employees, including Plaintiff.

17 49. Rather than abide by the law and its policies and procedures, Defendants, and each,  
18 illegally harassed and discriminated against Plaintiff, including treatment and conditions  
19 sufficient to constitute constructive termination of Plaintiff as set forth above in  
20 paragraphs 10-42.

21 50. Defendants' supervisors and members of their Human Resource Department maintained  
22 broad discretionary powers for staffing, managing, hiring, firing, contracting,  
23 supervising, assessing, and establishing corporate policy and practice in Defendants'  
24 facilities. By their authorized managers, agents, employees, and representatives,  
25 Defendants ignored and refused to employ said policies and procedures for Plaintiff.  
26 Therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive.

27 51. Defendants' response to knowledge of misconduct was so inadequate as to establish  
28 deliberate indifference to, or tacit authorization, or the alleged offensive practices, and  
an affirmative causal link existed between Defendants' inaction and the injuries suffered  
by Plaintiff.

52. By failing to take all reasonable steps necessary to prevent discrimination and

1 harassment and by failing to investigate and remedy the discrimination and harassment,  
2 Defendants committed unlawful employment practices as described and prohibited  
3 under Government Code § 12940(k).

4 53. As a proximate cause of Defendants' actions against Plaintiff, Plaintiff suffered  
5 economic damages, including lost wages and benefits, and other compensatory damages  
6 in an amount to be proved.

7 54. Because of Defendants' FEHA violations, Plaintiff has suffered humiliation, stress,  
8 anxiety, and other forms of emotional and physical distress and has been injured in body  
9 and mind, all to Plaintiff's damage in an amount to be proved. Plaintiff has or will expend  
10 sums to treat such injuries, and they will continue to expend sums to treat the physical,  
11 emotional, and mental injuries sustained by Plaintiff because of Defendants' acts in an  
12 amount to be proved.

13 55. Plaintiff may recover punitive damages under this cause of action because Defendants  
14 engaged in malice, fraud, or oppression as defined by Cal. Civil Code § 3294, in violation  
15 of California's FEHA. Further, Defendants knew of, approved, or ratified, the wrongful  
16 conduct. The wrongful conduct is of a managing agent of Defendants, and accordingly,  
17 Defendants bear liability under Cal. Civil Code § 3294(b).

18 56. As a direct and proximate result of the above-described acts of Defendants, Plaintiff has  
19 incurred attorney's fees and costs. Accordingly, Plaintiff may have the reasonable value  
20 of such attorney's fees under FEHA.

### 21 THIRD CAUSE OF ACTION

#### 22 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

23 **(Plaintiff against Defendant(s) Planned Parenthood of the Pacific Southwest, and Does 1 -**  
24 **25)**

25 57. Plaintiff hereby incorporates by reference each and every one of the allegations  
26 contained in the preceding paragraphs as if the same was fully set forth herein.

27 58. A person is liable for intentional infliction of emotional distress if his or her conduct is  
28 outrageous; the person either intended to cause another emotional distress or acted with  
reckless disregard of the probability that the other person would suffer emotional  
distress; the other person suffered severe emotional distress; and the conduct was a

1 substantial factor in causing the emotional distress.

2 59. As alleged hereinabove, Defendants, including EMPLOYER and its agents, employees,  
3 managers and/or supervisors, including Does 1 through 25, and each of them, engaged  
4 in extreme and outrageous conduct against Plaintiff, including regarding the HOSTILE  
5 WORK ENVIRONMENT.

6 60. Defendants, including EMPLOYER's agent, employees, and/or supervisor(s) intended  
7 to cause, or acted in reckless disregard of the probability of causing, emotional distress  
8 to Plaintiff.

9 61. Plaintiff suffered severe emotional distress and has suffered economic damages in an  
10 amount to be ascertained at the time of trial.

11 62. The conduct of Defendants was a substantial factor in causing Plaintiff's severe  
12 emotional distress.

13 63. The conduct of all named and Doe Defendants consisted of intentional and despicable  
14 conduct that caused the psychological harm and injury to Plaintiff with a willful and  
15 conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust  
16 hardship in conscious disregard of Plaintiff's rights. Such conduct was oppressive or  
17 malicious within the confines of Civil Code §3294, thereby entitling Plaintiff to punitive  
18 damages in an amount appropriate to punish or make an example of Defendants.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, based on the foregoing, Plaintiff SHILOH LOCONTE-CROWE prays for  
21 relief against the Defendants, and each of them, jointly and severally, in an amount according to  
22 proof as follows:

- 23 1) For a money judgment representing compensatory damages including lost wages,  
24 earnings, commissions, retirement benefits, and other employee benefits, and all other  
25 sums of money, together with interest on these amounts;
- 26 2) For general damages that properly compensate Plaintiff for Plaintiff's mental pain and  
27 anguish and emotional distress and loss of earning capacity;
- 28 3) For special damages, according to proof on each cause of action for which such damages  
are available;

- 1 4) For punitive damages, according to proof on each cause of action for which such
- 2 damages are available;
- 3 5) For prejudgment and post-judgment interest, according to proof on each cause of action
- 4 for which such damages are available;
- 5 6) For reasonable attorney's fees;
- 6 7) For costs of suit herein incurred; and
- 7 8) For such other and further relief as the Court deems proper and just.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a jury trial on all claims and causes of action.

10  
11 DATED: September 25, 2023

12 

13  
14 **EGHBALI FIRM**  
15 Benjamin Eghbali  
16 Attorney for Plaintiff,  
17 Shiloh Loconte-Crowe  
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# EXHIBIT A



## Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 11, 2023

Benjamin Eghbali  
5455 Wilshire Blvd. Suite 1210  
Los Angeles, CA 90036

RE: **Notice to Complainant's Attorney**  
CRD Matter Number: 202309-21918611  
Right to Sue: Loconte-Crowe / PLANNED PARENTHOOD OF THE PACIFIC  
SOUTHWEST et al.

Dear Benjamin Eghbali:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, CRD will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



## Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

September 11, 2023

**RE: Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202309-21918611

Right to Sue: Loconte-Crowe / PLANNED PARENTHOOD OF THE PACIFIC  
SOUTHWEST et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



## Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
[calcivilrights.ca.gov](http://calcivilrights.ca.gov) | [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)



## Civil Rights Department

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September 11, 2023

Shiloh Loconte-Crowe  
5455 Wilshire Blvd. Suite 1210  
Los Angeles, CA 90036

**RE: Notice of Case Closure and Right to Sue**  
CRD Matter Number: 202309-21918611  
Right to Sue: Loconte-Crowe / PLANNED PARENTHOOD OF THE PACIFIC  
SOUTHWEST et al.

Dear Shiloh Loconte-Crowe:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective September 11, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



## Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
[calcivilrights.ca.gov](http://calcivilrights.ca.gov) | [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1                                   **COMPLAINT OF EMPLOYMENT DISCRIMINATION**  
2                                   **BEFORE THE STATE OF CALIFORNIA**  
3                                   **Civil Rights Department**  
4                                   **Under the California Fair Employment and Housing Act**  
5                                   **(Gov. Code, § 12900 et seq.)**

6                   **In the Matter of the Complaint of**

7                   Shiloh Loconte-Crowe

CRD No. 202309-21918611

8                                   Complainant,

9                   vs.

10                   PLANNED PARENTHOOD OF THE PACIFIC  
11                   SOUTHWEST

12                   ,

13                   LEIANA SEDILLO

14                   ,

15                                   Respondents

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16                   **1.** Respondent **PLANNED PARENTHOOD OF THE PACIFIC SOUTHWEST** is an **employer**  
17                   subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, §  
18                   12900 et seq.).

19                   **2.** Complainant is naming **LEIANA SEDILLO** individual as Co-Respondent(s).

20                   **3.** Complainant **Shiloh Loconte-Crowe**, resides in the City of **Los Angeles**, State of **CA**.

21                   **4.** Complainant alleges that on or about **July 26, 2023**, respondent took the following  
22                   adverse actions:

23                   **Complainant was harassed** because of complainant's ancestry, national origin (includes  
24                   language restrictions), color, religious creed - includes dress and grooming practices,  
25                   sex/gender, gender identity or expression, sexual orientation, genetic information or  
26                   characteristic, medical condition (cancer or genetic characteristic), military and veteran  
27                   status, age (40 and over), marital status, other, sexual harassment- hostile environment,  
28                   sexual harassment- quid pro quo, association with a member of a protected class,  
pregnancy, childbirth, breast feeding, and/or related medical conditions, bereavement leave,  
disability (physical, intellectual/developmental, mental health/psychiatric), family care and  
medical leave (cfra) related to serious health condition of employee or family member, child

1 bonding, or military exigencies, pregnancy disability leave (pdl), race (includes hairstyle and  
2 hair texture), reproductive health decisionmaking.

3 **Complainant was discriminated against** because of complainant's ancestry, national  
4 origin (includes language restrictions), color, religious creed - includes dress and grooming  
5 practices, sex/gender, gender identity or expression, sexual orientation, genetic information  
6 or characteristic, medical condition (cancer or genetic characteristic), military and veteran  
7 status, age (40 and over), marital status, other, pregnancy, childbirth, breast feeding, and/or  
8 related medical conditions, sexual harassment- hostile environment, sexual harassment-  
9 quid pro quo, association with a member of a protected class, bereavement leave, disability  
10 (physical, intellectual/developmental, mental health/psychiatric), family care and medical  
11 leave (cfra) related to serious health condition of employee or family member, child bonding,  
12 or military exigencies, pregnancy disability leave (pdl), race (includes hairstyle and hair  
13 texture), reproductive health decisionmaking and as a result of the discrimination was  
14 terminated, laid off, forced to quit, denied hire or promotion, reprimanded, denied equal pay,  
15 suspended, demoted, asked impermissible non-job-related questions, denied the right to  
16 wear pants, denied any employment benefit or privilege, denied accommodation for religious  
17 beliefs, denied accommodation for pregnancy, other, denied work opportunities or  
18 assignments, denied or forced to transfer, denied accommodation for a disability, denied  
19 bereavement leave, denied employer paid health care while on family care and medical  
20 leave (cfra), denied employer paid health care while on pregnancy disability leave (pdl),  
21 denied family care and medical leave (cfra) related to serious health condition of employee  
22 or family member, child bonding, or military exigencies, denied pregnancy disability leave  
23 (pdl).

14 **Complainant experienced retaliation** because complainant reported patient abuse  
15 (hospital employees only), reported or resisted any form of discrimination or harassment,  
16 requested or used a pregnancy-disability-related accommodation, requested or used a  
17 disability-related accommodation, requested or used a religious accommodation,  
18 participated as a witness in a discrimination or harassment complaint, requested or used  
19 bereavement leave, requested or used family care and medical leave (cfra) related to  
20 serious health condition of employee or family member, child bonding, or military exigencies,  
21 requested or used pregnancy disability leave (pdl) and as a result was terminated, laid off,  
22 forced to quit, denied hire or promotion, reprimanded, denied equal pay, suspended,  
23 demoted, asked impermissible non-job-related questions, denied the right to wear pants,  
24 denied any employment benefit or privilege, denied accommodation for religious beliefs,  
25 denied accommodation for pregnancy, other, denied work opportunities or assignments,  
26 denied or forced to transfer, denied accommodation for a disability, denied bereavement  
27 leave, denied employer paid health care while on family care and medical leave (cfra),  
28 denied employer paid health care while on pregnancy disability leave (pdl), denied family  
29 care and medical leave (cfra) related to serious health condition of employee or family  
30 member, child bonding, or military exigencies, denied pregnancy disability leave (pdl).

1 **Additional Complaint Details:** 1. Respondent PLANNED PARENTHOOD OF THE  
2 PACIFIC SOUTHWEST.; of California is an employer subject to suit under the California  
3 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

4 2. Respondent Ms. Leiana Sedillo is an individual and, upon information and belief, a  
5 resident of San Diego County, State of California.

6 3. Complainant Shiloh Loconte-Crowe resides in the County of San Diego, State of  
7 California.

8 4. Complainant alleges that respondents took the following adverse actions:  
9 Complainant was harassed because of complainant's race, sex, gender, sexual orientation,  
10 marital status, age, family care or medical leave (cfra) (Employer of 50 or more people),  
11 disability (physical or mental), medical condition (cancer or genetic characteristic),  
12 association with someone of a protected class.  
13 Complainant was discriminated against because of complainant's race, sex, gender, sexual  
14 orientation, marital status, age, family care or medical leave (cfra) (Employer of 50 or more  
15 people), disability (physical or mental), medical condition (cancer or genetic characteristic),  
16 association with someone of a protected class, and as a result of the discrimination was  
17 terminated, laid off, denied or forced transfer, asked impermissible non-job-related  
18 questions, denied a work environment free of discrimination, harassment and/or retaliation,  
19 denied reasonable accommodation for a disability, denied family care or medical leave (cfra)  
20 (Employer of 50 or more people), association with someone of a protected class, other,  
21 denied work opportunities or assignments.

22 Complainant experienced retaliation because complainant reported or complained of  
23 discrimination and harassment based on race, sex, gender, sexual orientation, marital  
24 status, age, disability (physical or mental), medical condition (cancer or genetic  
25 characteristic), association with someone of a protected class, requested or used a  
26 disability-related accommodation and as a result was terminated, laid off, denied or forced  
27 transfer, demoted, denied a promotion, denied hours, denied compensation, delegated  
28 undesirable assignments, asked impermissible non-job-related questions, denied a work  
environment free of discrimination and/or retaliation, failed to give equal considerations in  
making employment decisions, denied reasonable accommodation for a disability, denied  
family care or medical leave (cfra) (Employer of 50 or more people), partial recommendation  
for subsequent employment in retaliation for filing discrimination or harassment complaints.  
Additional Complaint Details:

On or about February 8, 2021, Shiloh was hired for the position of Patient Access Specialist  
I ("PAS I") at Mission Bay Mimi Brien Center in San Diego ("clinic"), a clinic for Planned  
Parenthood of the Pacific Southwest ("PPPS"). As PAS I, Shiloh was responsible for  
assisting incoming patients with appointment scheduling, check-ins, payments, and  
insurance eligibility. Shiloh's pay rate was scheduled to work full-time at \$22.47 an hour.

Shiloh's direct supervisors were Center Manager Athena Bazalaki ("Ms. Bazalaki"), Interim  
Center Manager Marina Trevizo ("Ms. Trevizo"), Regional Director of Operations Leiana  
Sedillo ("Ms. Sedillo") and Vice President of Health Center Operations Jill Pierce ("Ms.  
Pierce").

1 On or about May 22, 2023, PPPS hosted the 60th anniversary dinner for the non-profit  
2 organization at the Hilton Hotel. Given that this dinner was a company event, Shiloh and  
3 other PPPS employees attended the event. Later into the dinner, Shiloh was seated in the  
4 dining room when Regional Director of Operations Ms. Sedillo yelled out to Shiloh from  
5 across two tables. Ms. Sedillo quickly rushed to Shiloh, hugging Shiloh from the side and  
6 rubbing Shiloh's arm up and down.  
7 Shiloh could smell the alcohol in Ms. Sedillo's breath, causing Shiloh to feel very  
8 uncomfortable. Ms. Sedillo's demeanor was very touchy, touching Shiloh's shoulders, arms,  
9 and hands. Ms. Sedillo repeatedly exclaimed how good Shiloh looked and how happy she  
10 was to see Shiloh. It became clear that Ms. Sedillo was intoxicated when she persisted in  
11 touching Shiloh's excessively as they spoke.  
12 At some point during the interaction Ms. Sedillo stopped mid-sentence, looked down at  
13 Shiloh's cleavage, smiled and said, "oh yeah, you look very good". Shiloh did not want to be  
14 rude given that Ms. Sedillo is the Regional Manager of PPPS, but the entire situation made  
15 Shiloh extremely nervous. Shiloh managed to get away from Ms. Sedillo and actively tried to  
16 avoid Ms. Sedillo for the rest of the event.  
17 At the end of the night Shiloh headed to the elevator to leave. At the elevator Shiloh bumped  
18 into Ms. Sedillo and PPPS supervisors Cierra Wright ("Ms. Wright"), Stephanie Machado  
19 ("Ms. Machado") and Onika Miyashiro ("Ms. Miyashiro"). Ms. Sedillo once again started  
20 hugging Shiloh and slowly caressing up and down Shiloh's arm. Ms. Sedillo's swayed back  
21 and forth, her speech slurred from how intoxicated she was. At some point Ms. Sedillo lost  
22 her footing and fell back on someone while waiting for the elevator.  
23 Shiloh grew frustrated at the situation. None of the PPPS supervisors that accompanied Ms.  
24 Sedillo corrected her behavior. Instead, they giggled, and proceeded to guide Ms. Sedillo  
25 into the elevator to leave. On the drive home Shiloh thought about what Ms. Sedillo had  
26 done and how her unsolicited touching made Shiloh feel. Prior to the incident, Shiloh had  
27 hardly ever interacted with Ms. Sedillo. Shiloh was confused as to why someone in a  
28 leadership role like Ms. Sedillo would be so negligent of their alcohol consumption in a  
professional setting.  
On or about May 24, 2023, Shiloh called the employee anonymous line for PPPS and  
reported the incident with Ms. Sedillo. Shiloh chose to remain anonymous out of fear of  
being retaliated against. Shiloh also lacked confidence that the anonymous line would help  
with the incident. As a result, Shiloh decided to speak with Interim Center Manager Ms.  
Trevizo about the incident. Ms. Trevizo assured Shiloh that she would contact Human  
Resources Representative Diane Delille ("Ms. Delille")  
Later that same day, Ms. Delille and Ms. Trevizo spoke with Shiloh and expressed their  
sentiments about what Shiloh experienced. Both Ms. Trevizo and Ms. Delille stated that they  
believed Shiloh's statement about the incident and admired Shiloh for having the courage to  
speak up. Ms. Delille informed Shiloh that several other people had mentioned that Ms.  
Sedillo was also very touchy with them.  
Shiloh is not sure what PPPS's protocol is when dealing with sexual harassment incidents.  
Shiloh is also unaware if PPPS conducted a thorough investigation of the incident with Ms.  
Sedillo. However, Ms. Delille did inform Shiloh that Ms. Sedillo was spoken to but could not  
be fired because PPPS believes in providing all employees of the organization with a fair  
work environment opportunity to improve.

1 Shiloh felt that Ms. Sedillo was dismissed from any real consequences and was given a slap  
2 on the wrist for her inappropriate behavior. Although Ms. Sedillo did not work directly at the  
3 clinic, Ms. Sedillo would often visit the clinic without giving any prior notice. Having Ms.  
4 Sedillo show up to the clinic unannounced caused Shiloh a great deal of anxiety. Shiloh  
5 communicated this to Ms. Trevizo and requested to work from home on the days that Ms.  
6 Sedillo would be coming in.  
7 Unfortunately, this was not possible because Ms. Sedillo did not have to notify anyone at the  
8 clinic when she would be coming in. In addition, Ms. Trevizo assured Shiloh that interacting  
9 with Ms. Sedillo was not optional and all employees were expected to work alongside PPPS  
10 supervisors. Shiloh felt very unsupported by PPPS. Had Ms. Sedillo been a male Regional  
11 Director of Operations PPPS might have addressed the situation in an entirely different way.  
12 Frustrated with the way PPPS handled the situation, Shiloh began to dread going into work.  
13 Shiloh would experience crippling anxiety on the drive to work before every shift. Work  
14 became emotionally taxing, and Shiloh's mental state began to deteriorate. Shiloh gave it  
15 some thought but ultimately decided that leaving PPPS was the best option.  
16 On or around July 26, 2023, Shiloh sent Ms. Delille a resignation email. Shiloh is set to start  
17 a new job opportunity in August 2023 and is very optimistic. Shiloh is hoping that a new  
18 work environment will ease the anxiety levels that have been consistent since the incident.  
19 As a result of Ms. Sedillo's actions and Employer's inaction, Shiloh has suffered and will  
20 continue to suffer general and special damages, including severe and profound pain and  
21 emotional distress, anxiety, depression, headaches, tension, and other physical ailments, as  
22 well as medical expenses, expenses for psychological counseling and treatment, and past  
23 and future lost wages and benefits.

1 VERIFICATION

2 I, **Benjamin Eghbali**, am the **Attorney** in the above-entitled complaint. I have read  
3 the foregoing complaint and know the contents thereof. The matters alleged are  
4 based on information and belief, which I believe to be true.

5 On September 11, 2023, I declare under penalty of perjury under the laws of the State  
6 of California that the foregoing is true and correct.

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**Los Angeles, CA**