

Exhibit C

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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

EDL

10 C 03 5183

11 KELLY GREENFIELD,) NO.
12 Plaintiff,) COMPLAINT
13 vs.) DEMAND FOR JURY TRIAL
14 AMERICA WEST AIRLINES, INC., a Corporation;)
and DOUGLAS STOLLS, an individual,)
15 Defendants.)
16

17 Plaintiff KELLY GREENFIELD alleges as follows:

18 JURISDICTION AND INTRA-DISTRICT ASSIGNMENT

19 1. The jurisdiction of this Court is invoked under the provisions of 28 U.S.C. § 1331 and
20 28 U.S.C. § 1343, as an action arising under the laws of the United States; and under the provisions of
21 42 U.S.C. §§ 2000 (e) et seq., regarding gender discrimination, harassment and retaliation against
22 Plaintiff. This court has jurisdiction over Plaintiff's supplemental state law claims under 28 U.S.C.
23 § 1367(a).

24 2. Pursuant to Civil L.R. 3-2(b)(c), this case should be assigned to the Oakland or San
25 Francisco Division of this court, as this case arises in Oakland, California.

26 COMPLAINT; DEMAND FOR JURY TRIAL

1 **PARTIES**

2 3. Plaintiff, KELLY GREENFIELD (hereinafter "Plaintiff") is a 28 year-old female
3 individual, and a resident of San Leandro, California.

4 4. Defendant AMERICA WEST AIRLINES, INC. (hereinafter Defendant "EMPLOYER")
5 is a corporation organized and existing under the laws of the State of California, authorized to do
6 business in the State of California, which has its corporate headquarters in Tempe, Arizona, and
7 Plaintiff was based out of its facilities located at the Oakland International Airport located at 1 Airport
8 Drive, Oakland, California. Defendant DOUGLAS STOLLS is an individual and a resident of
9 California who is a management employee of Defendant EMPLOYER. At all times material herein,
10 Defendant EMPLOYER employees, in doing all things herein mentioned, were acting within the
11 course and scope of their employment with Defendant EMPLOYER.

12 **GENERAL ALLEGATIONS**

13 5. Plaintiff was first hired by Defendant EMPLOYER on March 12, 2001 in the initial
14 position of Customer Service Representative. Plaintiff's employment with Defendant EMPLOYER was
15 involuntarily and wrongfully terminated by Defendant EMPLOYER on July 31, 2003, at which time
16 Plaintiff held the position of Customer Service Representative. A brief description of some, but not all,
17 of the facts which are relevant to Plaintiff's lawsuit are as follows:

18 a. In approximately June 2002, Douglas Stolls became Plaintiff's new Supervisor. It was
19 made known to Plaintiff by Mr. Stolls that Mr. Stolls had a "list" of employees who he wanted to fire
20 at Defendant EMPLOYER. Mr. Stolls openly discussed his "list" and employees were constantly
21 fearful of being placed on his "list." Soon after Mr. Stolls became Plaintiff's supervisor, he subjected
22 Plaintiff to unwelcome sexual harassment. For example, on several occasions Mr. Stolls sent Plaintiff
23 sexually explicit e-mails. Due to the fact that Mr. Stolls was Plaintiff's supervisor, Plaintiff was
24 fearful to complain and afraid that she would become an employee on his so-called "list."

25 b. During Plaintiff's employment, Defendant EMPLOYER's break room located in the
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1 aircraft operations area contained female pornographic photos and other sexually explicit material
2 which were easily viewable by anyone that entered. After numerous complaints, the pornographic
3 photos and other materials were removed to a less noticeable location. Mr. Stolls was aware of the
4 inappropriate materials, however, Plaintiff is informed and believes that Mr. Stolls failed to take
5 appropriate and timely action to remedy the situation.

6 c. Furthermore, on several occasions while at work, Mr. Stolls and other male co-workers
7 would view sexually explicit magazines and make sexually inappropriate comments to Plaintiff about
8 said materials. Plaintiff was offended by said conduct but felt Plaintiff could not complain because Mr.
9 Stolls, who was knowledgeable about said conduct, would retaliate against Plaintiff by placing her on
10 his termination "list".

11 d. In addition to Mr. Stolls' unwelcome sexual harassment, Plaintiff was also subjected to
12 severe and pervasive gender discrimination. Prior to working at the Oakland International Airport, Mr.
13 Stolls worked at the San Francisco International Airport. Mr. Stolls told Plaintiff that he transferred to
14 Oakland International Airport because he was dating and is presently engaged to an employee of
15 Defendant EMPLOYER's at the San Francisco International Airport. Despite the fact that Mr. Stolls
16 dated an employee of Defendant EMPLOYER, as soon as Plaintiff started dating an employee of
17 Defendant EMPLOYER, David Smith, Mr. Stolls became discriminatory and harassing in the
18 workplace. For example, Mr. Stolls incorrectly claimed that Plaintiff's work performance began to
19 suffer as soon as Plaintiff started dating said employee. Furthermore, Mr. Stolls either participated in
20 or was aware of other employees violating Mr. Smith's privacy and then sharing said information
21 amongst co-workers about Plaintiff's relationship with Mr. Smith.

22 e. On July 17, 2003, upon the commencement of one of Plaintiff's regular shifts, while
23 checking flight loads, Plaintiff noticed that flight HP630 was overbooked by fourteen (14) passengers.
24 As Plaintiff has done in the past, Plaintiff commenced the tedious task of calling other airlines to check
25 their availability in order to accommodate all of the passengers and avoid a crisis. Plaintiff commenced
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1 calling passengers of the overbooked flight to offer other accommodations. Plaintiff was able to
2 convince eight (8) of the fourteen (14) passengers to fly out of San Francisco instead of Oakland by
3 offering them an upgrade to first class reducing Flight HP630 to being only being overbooked by six
4 (6) people, which was within the limits for Defendant EMPLOYER to accommodate. Michael
5 Jackson, Plaintiff's Station Manager at Defendant EMPLOYER indicated his appreciation for Plaintiff's
6 efforts in placing the telephone calls in order to accommodate the passengers. Mr. Jackson advised
7 Plaintiff that she was "thinking ahead" and being "pro-active" with her approach to the overbooking of
8 Flight HP630. Plaintiff also received complements for being pro-active in accommodating passengers
9 by her Supervisor, Peter Tamaya and Lead, Joyce Johnson.

10 f. Plaintiff herself was scheduled to fly to Las Vegas that very evening and was booked to
11 fly out on Southwest Airlines flight WN2476 leaving Oakland at 8:20 p.m. Plaintiff had previously
12 attempted to fly to Las Vegas on Defendant EMPLOYER's flight HP630 but was unable to because that
13 flight was full. Plaintiff had previously asked and received permission to leave her shift at Defendant
14 EMPLOYER 20 minutes early in order to fly out of Oakland at 8:20 p.m. on Southwest Flight
15 WN2476. Despite Plaintiff's good intentions and pro-active customer service in accommodating the
16 overbooking on Defendant EMPLOYER's Flight HP630, this flight ended up having no shows and
17 ending up going out with empty seats. Due to the now available seats on Flight HP630, with
18 permission from management, Plaintiff finished her work shift instead of leaving early and flew out on
19 Defendant EMPLOYER's flight HP630 instead.

20 g. Plaintiff was suspended by Defendant EMPLOYER on July 21, 2003 while Defendant
21 EMPLOYER conducted an investigation for Plaintiff's actions on July 17, 2003. Plaintiff is informed
22 and believes that Plaintiff's Supervisor and harasser, Douglas Stolls, who was not on duty July 17,
23 2003 nor had reason to concern himself with the events of July 17, 2003, took it upon himself to
24 contact Defendant EMPLOYER's corporate office and complain about Plaintiff's conduct. Mr. Stolls,
25 while smiling, informed Plaintiff on July 21, 2003, yelled at Plaintiff and watched with apparent joy

1 when Plaintiff was suspended.

2 h. On July 31, 2003, Plaintiff was wrongfully and involuntarily terminated from her
3 employment by Defendant EMPLOYER for pretextual reasons which did not rise to the level of
4 termination. Ironically, Plaintiff's termination paperwork had been prepared since July 25, 2003
5 however, no one at Defendant EMPLOYER called Plaintiff until July 31, 2003. Plaintiff's final pay
6 check was provided to Plaintiff upon her wrongful termination, however, the last pay check lacked pay
7 for a sick day Plaintiff took with her supervisor's approval on July 16, 2003. Plaintiff contacted
8 Defendant EMPLOYER numerous times about collecting her final pay for said sick day. Finally,
9 Plaintiff was informed that Douglas Stolls had instructed Angela Cervantes, an Administrative Assistant
10 with Defendant EMPLOYER in the Oakland Airport location not to pay Plaintiff for said sick day
11 because Mr. Stolls did not think Plaintiff was really sick. Accordingly, to date, Plaintiff has not been
12 paid all of her wages due and owing her at the time of her wrongful termination.

13 i. On August 1, 2003, Plaintiff had arrangements to travel on Defendant EMPLOYER
14 utilizing flexi-passes provided to Plaintiff by a former co-worker, Angella Mohammed. When Plaintiff
15 arrived at the airport, she spoke briefly to an employee of Defendant EMPLOYER who was a former
16 co-worker of Plaintiff by the name of Jorge. At that time Plaintiff asked Jorge if he could upgrade her
17 seat to diplomat or military class. Plaintiff already had "pink pass" stand-by ticket on another airline
18 with proper security paperwork. Plaintiff went through security and boarded the other airline where
19 she had a stand-by ticket. At no time was Plaintiff a security risk or violated any security procedures.
20 However, after Plaintiff was ticketed at Defendant EMPLOYER's ticket counter, Mr. Stolls, as further
21 evidence of his retaliation against Plaintiff, called an immediate staff meeting and also sent out a notice
22 in Defendant EMPLOYER's "mandatory reading" stating that Plaintiff was never to fly on flexi-
23 passes. The manner in which the mandatory reading was written and provided to Defendant
24 EMPLOYER employees clearly portrayed Plaintiff as a criminal. In addition Mr. Stolls contacted
25 Southwest Airlines and defamed Plaintiff's character to Southwest Airlines. Furthermore, Mr. Stolls

1 informed a Defendant EMPLOYER employee that Plaintiff was a security risk and that he would
2 "dump" the airport terminal if Mr. Stolls saw Plaintiff that evening. However, despite the fact that
3 Mr. Stolls and Defendant EMPLOYER claim that Plaintiff was and remains a security risk, Defendant
4 EMPLOYER did not inform the airport security on August 1, 2003 or any time thereafter of Plaintiff's
5 so-called security breach on August 1, 2003.

6 j. The next day, Mr. Stolls called Plaintiff and left her an extremely harassing and
7 menacing voice mail message on her cell phone threatening civil and criminal action against Plaintiff.
8 Mr. Stolls continued to discriminate, harass and retaliate against Plaintiff even after Plaintiff was
9 terminated by defaming Plaintiff to her former co-workers and interfering with her relations with other
10 airlines. Plaintiff is informed and believes that Mr. Stolls' discriminatory animus towards females
11 motivated, in part, Plaintiff's wrongful and involuntary termination. Mr. Stolls' extensive female
12 animus has also resulted in severe and outrageous harassment following Plaintiff's termination which
13 has negatively affected her ability to find work in the industry.

14 k. As a further act of retaliation for dating Mr. Smith, Mr. Stolls sent an "Irregularity
15 Report" to Defendant EMPLOYER's Pass Bureau about Mr. Smith for Mr. Smith's actions of
16 presenting Plaintiff with a flexi-pass on July 26, 2003 while Plaintiff was still an employee of
17 Defendant EMPLOYER and before Mr. Stolls "Mandatory Reading" forbidding Plaintiff's use of flexi-
18 passes. Ironically, as before, Mr. Stolls was not on duty at the time Defendant EMPLOYER's ticket
19 agents processed Plaintiff's ticket on July 26, 2003. However, once again Mr. Stolls harassed and
20 retaliated against Plaintiff and Mr. Smith for their personal relationship outside of work. After Mr.
21 Smith informed Employee Relations of the true facts of the alleged incident, the fine imposed on Mr.
22 Smith was dropped and the investigation and complaint were closed.

23 l. Defendant EMPLOYER engaged in additional retaliation against Plaintiff for filing a
24 request for right-to-sue and requesting said right-to-sue from the Equal Employment Opportunity
25 Commission and the Department of Fair Employment and Housing, which Defendant EMPLOYER
26

1 received. After receipt of Plaintiff's right-to-sue request, Defendant EMPLOYER improperly retaliated
2 against Plaintiff by restricting her rights as a customer of Defendant EMPLOYER. For example, on
3 September 20, 2003, when Plaintiff was flying on Defendant EMPLOYER as a customer, an employee
4 of Defendant EMPLOYER voluntarily gave Plaintiff an upgrade. Soon thereafter, the employee was
5 disciplined for giving Plaintiff an upgrade and instructed that Defendant EMPLOYER's corporate
6 office had stated that under no circumstances was Plaintiff ever to be upgraded on a flight. On
7 September 29, 2003, when Plaintiff was flying on Defendant EMPLOYER as a full paying customer,
8 she was informed by another employee of Defendant EMPLOYER that employees were not permitted
9 to provide Plaintiff, a customer, with any upgrades.

10 m. Since Plaintiff's wrongful and involuntary termination followed by Defendant
11 EMPLOYER's ongoing harassment and retaliation against Plaintiff, Defendant EMPLOYER's actions,
12 including but not limited to Mr. Stolls' statement that Plaintiff breached security; Mr. Stolls
13 "mandatory reading"; and, Defendant EMPLOYER's refusal to allow Plaintiff, as a paying customer
14 any upgrades, Defendant EMPLOYER has interfered with Plaintiff's ability to find future employment
15 in the same industry.

16 ADMINISTRATIVE PROCEEDINGS

17 6. On or about August 21, 2003, Plaintiff timely filed a charge of gender discrimination,
18 harassment and retaliation, and sexual harassment resulting in a hostile work environment with the
19 United States Equal Employment Opportunity Commission against Defendant EMPLOYER, has been
20 assigned charge number 376-2003-00452, on or about September 2, 2003, received a NOTICE OF
21 RIGHT TO SUE therefrom, and within 90 days thereafter, herein files her complaint. All federal
22 administrative prerequisites to this litigation have been fulfilled.

23 7. On or about August 21, 2003, Plaintiff timely filed a charge of gender discrimination,
24 harassment and retaliation, and sexual harassment resulting in a hostile work environment with the
25 California Department of Fair Employment and Housing against Defendant EMPLOYER and has been
26

COMPLAINT; DEMAND FOR JURY TRIAL

1 assigned the EEOC complaint 376-2003-00452 for Defendant EMPLOYER on or about September 2,
2 2003, received a NOTICE OF RIGHT TO SUE therefrom, and within one year thereafter, herein files
3 her complaint. All State of California administrative prerequisites to this litigation have been fulfilled.

4 **FIRST CAUSE OF ACTION**
5 **GENDER DISCRIMINATION, HARASSMENT, AND RETALIATION**
6 **VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**
7 **(AGAINST DEFENDANT EMPLOYER)**

8 8. Plaintiff reincorporates and re-alleges by reference all previous paragraphs of this
9 Complaint as if fully set forth herein.

10 9. Pursuant to the applicable provisions of Title VII, Plaintiff is a covered employee and
11 Defendant EMPLOYER is a covered Defendant EMPLOYER as defined therein.

12 10. The wrongful treatment concerning Plaintiff's terms and conditions of employment by
13 said Defendant EMPLOYER was in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C.
14 §§ 2000e, et seq., and constituted gender discrimination, harassment, and retaliation.

15 11. Defendant EMPLOYER committed the acts alleged herein, or failed to act as reasonably
16 required, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff
17 from an improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights.
18 Plaintiff is thus entitled to recover punitive damages from Defendant EMPLOYER in an amount
19 according to proof.

20 12. As a direct, foreseeable, and proximate result of Defendant EMPLOYER's said
21 gender discrimination, harassment, and retaliation as alleged above, Plaintiff has suffered and continues
22 to suffer grievous and extensive damages, entitling Plaintiff to recover the following damages in
23 amounts according to proof at trial:

- 24 a. lost past and future wages;
- 25 b. lost past and future benefits, including, but not limited to, lost vacation, lost
26 bonuses, lost sick leave, lost medical benefits, and other like employee benefits;
- c. past and continuing emotional distress, mental anguish, pain and suffering,

1 humiliation, and enjoyment of life;

2 d. reasonable attorneys' fees, court costs, and expert witness fees, in regard to
3 Plaintiff seeking Plaintiff's rights under this cause of action; and

4 e. punitive damages.

5 **SECOND CAUSE OF ACTION**
6 **GENDER DISCRIMINATION, HARASSMENT, AND RETALIATION**
7 **IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT "FEHA"**
8 **(AGAINST DEFENDANT EMPLOYER)**

9 13. Plaintiff reincorporates and re-alleges by reference all previous paragraphs of this
10 Complaint as if fully set forth herein.

11 14. Pursuant to the applicable provisions of FEHA, Plaintiff is a covered employee and
12 Defendant EMPLOYER is a covered Defendant EMPLOYER as defined therein.

13 15. The wrongful treatment concerning Plaintiff's terms and conditions of employment by
14 said Defendant EMPLOYER was in violation of California Fair Employment and Housing Act,
15 California Government Code, §12900, et seq., and constituted gender discrimination, harassment,
16 retaliation.

17 16. Defendant EMPLOYER committed the acts alleged herein, or failed to act as reasonably
18 required, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff
19 from an improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights.
20 Plaintiff is thus entitled to recover punitive damages from Defendant EMPLOYER in an amount
21 according to proof.

22 17. As a direct, foreseeable, and proximate result of Defendant EMPLOYER's said
23 gender discrimination, harassment, and retaliation, as alleged above, Plaintiff has suffered and
24 continues to suffer grievous and extensive damages, entitling Plaintiff to recover the following damages
25 in amounts according to proof at trial:

26 a. lost past and future wages;

b. lost past and future benefits, including, but not limited to, lost vacation, lost

- 1 bonuses, lost sick leave, lost medical benefits, and other like employee benefits;
- 2 c. past and continuing emotional distress, mental anguish, pain and suffering,
- 3 humiliation, and enjoyment of life;
- 4 d. reasonable attorneys' fees, court costs, and expert witness fees, in regard to
- 5 Plaintiff seeking Plaintiff's rights under this cause of action; and
- 6 punitive damages.

7 **THIRD CAUSE OF ACTION**
8 **SEXUAL HARASSMENT RESULTING IN A HOSTILE WORK ENVIRONMENT**
9 **IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**
10 **(AGAINST DEFENDANT EMPLOYER)**

11 18. Plaintiff reincorporates and re-alleges by reference all previous paragraphs of this
12 Complaint as if fully set forth herein.

13 19. Pursuant to the applicable provisions of Title VII, Plaintiff is a covered employee and
14 Defendant EMPLOYER is a covered Defendant EMPLOYER as defined therein.

15 20. The wrongful treatment concerning Plaintiff's terms and conditions of employment by
16 said Defendant EMPLOYER was in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C.
17 §§ 2000e, et seq., and sexual harassment resulting in a hostile work environment.

18 21. Defendant EMPLOYER committed the acts alleged herein, or failed to act as reasonably
19 required, maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff
20 from an improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's rights.
21 Plaintiff is thus entitled to recover punitive damages from Defendant EMPLOYER in an amount
22 according to proof.

23 22. As a direct, foreseeable, and proximate result of Defendant EMPLOYER's said
24 sexual harassment resulting in a hostile work environment as alleged above, Plaintiff has suffered and
25 continues to suffer grievous and extensive damages, entitling Plaintiff to recover the following damages
26 in amounts according to proof at trial:

- a. lost past and future wages;

COMPLAINT; DEMAND FOR JURY TRIAL

1 in amounts according to proof at trial:

- 2 a. lost past and future wages;
- 3 b. lost past and future benefits, including, but not limited to, lost vacation, lost
4 bonuses, lost sick leave, lost medical benefits, and other like employee benefits;
- 5 c. past and continuing emotional distress, mental anguish, pain and suffering,
6 humiliation, and enjoyment of life;
- 7 d. reasonable attorneys' fees, court costs, and expert witness fees, in regard to
8 Plaintiff seeking Plaintiff's rights under this cause of action; and
9 punitive damages.

10 **FIFTH CAUSE OF ACTION**
11 **(VIOLATION OF THE UNRUH CIVIL RIGHTS ACT)**
12 **(AGAINST DEFENDANT EMPLOYER)**

13 28. Plaintiff hereby incorporates and re-allege by reference all previous paragraphs of this
14 Complaint as if fully set forth herein.

15 29. Defendant EMPLOYER intentionally engaged in discriminatory, harassing and
16 retaliatory business practices against Plaintiff as a customer based on Plaintiff's gender and claim of
17 sexual harassment, in violation of The Unruh Civil Rights Act, California Civil Code §§ 51, et seq.

18 30. Plaintiff, as a customer was a "person" covered under, and protected by, the provisions
19 of the Unruh Civil Rights Act, California Civil Code §§ 51, et seq.

20 31. Defendant EMPLOYER intentionally committed the acts alleged herein, or failed to act
21 as reasonably required, maliciously, fraudulently, and oppressively, with the wrongful intention of
22 injuring Plaintiff from an improper and evil motive amounting to malice, and in conscious disregard of
23 Plaintiff's rights.

24 32. As a result of Defendant EMPLOYER's discrimination, harassment, retaliation and
25 coercion against Plaintiff on account of her gender and her complaint of sexual harassment in violation
26 of The Unruh Civil Rights Act, California Civil Code, §§ 51, et seq., Plaintiff has suffered grievous

COMPLAINT; DEMAND FOR JURY TRIAL

1 and extensive damages, entitling her to recover the following in amounts according to proof at trial:

- 2 a. lost past and future monies and benefits;
- 3 b. loss of use of property and loss in value to damaged property;
- 4 3. statutory treble damages and civil penalties;
- 5 d. damages for emotional distress and hedonic damages;
- 6 e. punitive damages; and
- 7 f. reasonable attorneys' fees and costs incurred and to be incurred in regard to
- 8 Plaintiff enforcing her rights under this claim for relief.

9 **SIXTH CAUSE OF ACTION**
10 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
11 **(AGAINST ALL DEFENDANTS)**

12 33. Plaintiff incorporates and realleges by reference all previous paragraphs of this
13 Complaint as if fully set forth herein.

14 34. The aforementioned acts of Defendant EMPLOYER and Defendant STOLLS as alleged
15 herein was outrageous and was performed with the intent to injure Plaintiff.

16 35. The behavior of Defendant EMPLOYER and Defendant STOLLS, constituted
17 outrageous behavior that subjected Plaintiff to severe emotional distress and proximately caused
18 Plaintiff's current and continuing damages, actual and general, in an amount to be determined
19 according to proof at trial.

20 36. Defendant EMPLOYER and Defendant STOLLS committed the acts alleged herein
21 maliciously, fraudulently, and oppressively, in bad faith, with the wrongful intention of injuring
22 Plaintiff, from an improper motive amounting to malice, and in conscious disregard of Plaintiff's
23 rights. Plaintiff thus is entitled to recover punitive damages from all of said Defendant EMPLOYER
24 and Defendant STOLLS in an amount according to proof.

25 37. As a direct and proximate result of Defendant EMPLOYER's and Defendant STOLLS'
26 acts as alleged herein, Plaintiff has suffered and continues to suffer grievous and extensive damages,

1 entitling Plaintiff to recover the following damages in amounts according to proof at trial:

- 2 a. lost past and future wages;
- 3 b. lost benefits, lost business opportunities, and lost employment and advancement
- 4 opportunities, both past and future;
- 5 c. past and continuing emotional distress, mental anguish, pain and suffering,
- 6 humiliation, and enjoyment of life;
- 7 d. punitive damages.

8 **SEVENTH CAUSE OF ACTION**
9 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
10 **(AGAINST ALL DEFENDANTS)**

11 38. Plaintiff incorporates and realleges by reference all previous paragraphs of this
12 Complaint as if fully set forth herein.

13 39. The aforementioned acts of Defendant EMPLOYER and Defendant STOLLS in
14 knowingly causing emotional distress to Plaintiff, and each defendant knew or should have known that
15 these acts would cause Plaintiff damages as herein alleged.

16 40. Defendant EMPLOYER and Defendant STOLLS committed the acts alleged herein
17 maliciously, fraudulently, and oppressively, in bad faith, with the wrongful intention of injuring
18 Plaintiff, from an improper motive amounting to malice, and in conscious disregard of Plaintiff's
19 rights. Plaintiff thus is entitled to recover punitive damages from all of said Defendant EMPLOYER
20 and Defendant STOLLS in an amount according to proof.

21 41. As a direct and proximate result of Defendant EMPLOYER's and Defendant STOLLS'
22 acts as alleged herein, Plaintiff has suffered and continues to suffer grievous and extensive damages,
23 entitling Plaintiff to recover the following damages in amounts according to proof at trial:

- 24 a. lost past and future wages;
- 25 b. lost benefits, lost business opportunities, and lost employment and advancement
- 26 opportunities, both past and future;

- 1 c. past and continuing emotional distress, mental anguish, pain and suffering,
2 humiliation, and enjoyment of life;
3 d. punitive damages.

4 **EIGHTH CAUSE OF ACTION**
5 **INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
6 **(AGAINST ALL DEFENDANTS)**

7 42. Plaintiff incorporates and realleges by reference all previous paragraphs of this
8 Complaint as if fully set forth herein.

9 43. Following Plaintiff's wrongful and involuntary termination, Defendant EMPLOYER and
10 Defendant STOLLS were aware that Plaintiff would engage in attempts to find future employment and
11 establish an economic relationship with other employers in the same industry resulting in the portability
12 of future economic benefits.

13 44. Defendant EMPLOYER and Defendant STOLLS engaged in intentional acts to disrupt
14 said attempts to ascertain and hold said economic relationship.

15 45. As a result thereof Defendant EMPLOYER's and Defendant STOLLS' actions resulted
16 in an actual disruption of said relationship.

17 46. Defendant EMPLOYER and Defendant STOLLS committed the acts alleged herein
18 maliciously, fraudulently, and oppressively, in bad faith, with the wrongful intention of injuring
19 Plaintiff, from an improper motive amounting to malice, and in conscious disregard of Plaintiff's
20 rights. Plaintiff thus is entitled to recover punitive damages from all of said Defendant EMPLOYER
21 and Defendant STOLLS in an amount according to proof.

22 47. As a direct and proximate result of EMPLOYER's and Defendant STOLLS' acts as
23 alleged herein, Plaintiff has suffered and continues to suffer grievous and extensive damages, entitling
24 Plaintiff to recover the following damages in amounts according to proof at trial:

- 25 a. lost past and future wages;
26 b. lost benefits, lost business opportunities, and lost employment and advancement

1 opportunities, both past and future;

2 c. past and continuing emotional distress, mental anguish, pain and suffering,
3 humiliation, and enjoyment of life;

4 d. punitive damages.

5 **NINTH CAUSE OF ACTION**
6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
7 **(AGAINST DEFENDANT EMPLOYER)**

8 48. Plaintiff incorporates and realleges by reference all previous paragraphs of this
9 Complaint as if fully set forth herein.

10 49. Plaintiff alleges that the wrongful termination of her employment by Defendant
11 EMPLOYER on July 31, 2003, was retaliatory, and was, and is, in violation of the public policy of the
12 State of California, in that Defendant EMPLOYER, pursuant to the Fair Employment and Housing
13 Act, Cal. Government Code, § 12900, et seq., California public policy prohibits discrimination,
14 harassment and retaliation on the basis of an individual's sex and gender and sexual harassment/hostile
15 work environment.

16 50. Pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.,
17 federal public policy prohibits discrimination harassment and retaliation on the basis of an individual's
18 sex and gender as well as a public policy prohibiting sexual harassment/hostile work environment.

19 51. The acts of Defendant EMPLOYER, as recited above, constitute sex and gender and
20 discrimination, harassment and retaliation, sexual harassment/hostile work environment and, therefore,
21 violate this State's fundamental public policy against sex and gender discrimination in the work place,
22 as provided for hereinabove, and in § 8, Article I of the California Constitution.

23 52. Defendant EMPLOYER committed the acts alleged herein maliciously, fraudulently, and
24 oppressively, in bad faith, with the wrongful intention of injuring Plaintiff, from an improper motive
25 amounting to malice, and in conscious disregard of Plaintiff's rights. Plaintiff thus is entitled to
26 recover punitive damages from all of said Defendant EMPLOYER in an amount according to proof.

COMPLAINT; DEMAND FOR JURY TRIAL

opportunities, both past and future.

- c. past and continuing emotional distress, mental anguish, pain and suffering, humiliation, and enjoyment of life;
- d. Under California Labor Code §§ 201 and 203, Plaintiff is entitled to 30 days continued wages as a penalty for willful failure to pay wages when due; and,
- e. For reasonable attorneys' fees and costs incurred by Plaintiff herein, pursuant to California Labor Code § 218.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment in her favor and against Defendants for all damages as follows:

1. For special damages including, but not limited to, lost wages, both back pay and front pay, lost employee benefits, bonuses, vacation benefits, and for interest thereon;
2. For mental and emotional distress, and other general and hedonic damages suffered by Plaintiff, according to proof at trial;
3. For reasonable attorneys' fees incurred by Plaintiff herein;
4. For punitive damages and/or liquidated damages according to proof at trial;
5. For costs of suit incurred herein; and
6. For such other and further relief as this Court considers just and proper.

DATED: November 20, 2003

LAW OFFICES OF LUCIUS A. COOPER
A Professional corporation

By: Beth W. Mora
BETH W. MORA
Attorneys for Plaintiff


///

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a jury in this action.

DATED: November 20, 2003

LAW OFFICES OF LUCIUS A. COOPER
A Professional Corporation

By: 
BETH W. MORA
Attorneys for Plaintiff