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SAN DIEGO, CALIFORNIA

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**SANDRA MAAS**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO, CENTRAL DIVISION**

<p>SANDRA MAAS, an individual,</p> <p style="padding-left: 100px;">Plaintiff,</p> <p style="padding-left: 100px;">v.</p> <p>MCKINNON BROADCASTING CO. KUSI-TV 51, a California Corporation; and DOES 1 through 25, Inclusive,</p> <p style="padding-left: 100px;">Defendants.</p>	<p>) Case No. 37-2019-00032336-CU-OE-CTL</p> <p>)</p> <p>) <b>PLAINTIFF'S FIRST AMENDED</b></p> <p>) <b>COMPLAINT FOR:</b></p> <p>)</p> <p>) 1. FAILURE TO PROVIDE EQUAL PAY</p> <p>) TO WOMEN [Cal. Lab. Code</p> <p>) § 1197.5(a)];</p> <p>) 2. GENDER AND/OR AGE</p> <p>) DISCRIMINATION [Cal. Gov't Code §</p> <p>) 12940(a)];</p> <p>) 3. FAILURE TO PREVENT</p> <p>) DISCRIMINATION [Cal. Gov't Code</p> <p>) § 12940(k)];</p> <p>) 4. RETALIATION [Cal. Gov't Code</p> <p>) § 12940(h)];</p> <p>) 5. RETALIATION [Cal. Lab. Code</p> <p>) § 1102.5];</p> <p>) 6. RETALIATION [Cal. Lab. Code</p> <p>) § 1197.5(j)(1)].</p> <p>)</p> <p>) <b>[JURY TRIAL DEMANDED]</b></p>
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COMES NOW THE PLAINTIFF, alleging against Defendants as follows:

**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiff SANDRA MAAS, (hereinafter "Plaintiff" or "MAAS") is a natural person who is, and at all relevant times was, a resident of the United States and a domiciliary of the State of California.
2. MAAS is informed and believes and thereon alleges that Defendant, MCKINNON BROADCASTING CO. KUSI-TV 51 (hereinafter "KUSI" or "Defendant"), is a

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- California corporation doing business in the State of California, and is subject to suit under the California Fair Employment Housing Act (FEHA), California Government Code § 12940 et seq. On information and belief KUSI employs in excess of five employees in San Diego and elsewhere.
3. MAAS is ignorant to the true names and capacities of the Defendants sued herein as DOES 1 through 25 and therefore sues these defendants by such fictitious names. MAAS will amend this Complaint to allege the true names and capacities when they are ascertained.
4. MAAS is informed and believes and thereon alleges that each fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and MAAS's injuries and damages as herein alleged are directly, proximately and/or legally caused by Defendants.
5. MAAS is informed and believes and thereon alleges that the aforementioned DOES are somehow responsible for the acts alleged herein as the agents, employers, representatives or employees of other named Defendant, and in doing the acts herein alleged were acting within the scope of their agency, employment or representative capacity of said named Defendants.
6. The tortious acts and omissions alleged herein were performed by management level employees of Defendant. Defendant allowed and/or condoned a continuing pattern of fraudulent and unfair practices.
7. At all times mentioned herein, Cal. Gov't Code §12940, et seq., was in full force and effect and was binding on Defendants.
8. The actions of Defendants against MAAS constitute unlawful employment practices in violation of Cal. Gov't. Code §12940, et seq., as herein alleged, and have caused, and will continue to cause, MAAS emotional distress and loss of earnings.
9. At all times mentioned herein, Cal. Lab. Code § 1197.5(a) was in full force and effect and was binding on Defendants.

- 1 10. The actions of Defendants against MAAS constitute unlawful employment practices in
- 2 violation of Cal. Lab. Code § 1197.5(a) as herein alleged, and have caused, and will
- 3 continue to cause, MAAS emotional distress and loss of earnings.
- 4 11. Defendants had actual and constructive knowledge of the tortious acts and omissions
- 5 alleged and thereafter ratified said conduct by failing to reprimand or terminate.
- 6 12. Defendants, and each of them, committed these acts alleged herein maliciously,
- 7 fraudulently, and oppressively, and with the wrongful intention of injuring MAAS, and
- 8 acted with an improper and evil motive amounting to malice or despicable conduct.
- 9 Alternatively, Defendants' wrongful conduct was carried out with a conscious disregard
- 10 for MAAS's rights.
- 11 13. Defendants' conduct warrants the assessment of punitive damages in an amount
- 12 sufficient to punish Defendants and deter others from engaging in similar conduct.
- 13 14. MAAS filed her charges of discrimination and retaliation against KUSI with the
- 14 California Department of Fair Employment and Housing on June 24, 2019, and
- 15 thereafter, on that same day, received from the DFEH her "Right to Sue" letters.

**SPECIFIC FACTUAL ALLEGATIONS**

17 15. MAAS re-alleges and incorporates by reference each and every allegation contained in  
18 the preceding paragraphs as though fully set forth herein.

**MAAS's Employment with Defendant**

- 20 16. KUSI-TV, virtual channel 51, is a television station in San Diego, owned by McKinnon
- 21 Broadcasting.
- 22 17. In or around July 2004, Defendant KUSI hired MAAS as a morning news co-anchor.
- 23 18. MAAS is an award-winning journalist who has worked as a television news anchor since
- 24 1984. Her reports on everything from the AIDS epidemic to cancer breakthroughs were
- 25 recognized internationally. MAAS has earned more than a dozen Emmy nominations, a
- 26 Golden Mike Award, an Associated Press Mark Twain Award, recognition from the San
- 27 Diego Press Club, and honors from the San Diego County Medical Society. Due to her
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- 1 significant contributions to Southern California television for 25 years, MAAS is a  
2 member of the Silver Circle of the National Academy of Television Arts & Sciences.
- 3 19. In or around August 2007, MAAS accepted additional duties as the host of “Inside San  
4 Diego,” a new one-hour variety program after the morning news.
- 5 20. In or around August 2010, MAAS was promoted to the evening co-anchor of the KUSI  
6 newscast, anchoring the 6 p.m. and 10 p.m. newscasts. A 5 p.m. newscast was added  
7 soon after. As anchor of the highly rated KUSI News at Ten, MAAS became “the face”  
8 of KUSI. MAAS became integral to the routine of many San Diego families, accustomed  
9 to watching the news in the evening. MAAS is respected and admired by her viewers for  
10 her warmth and credibility and many of them expressed their gratitude and admiration  
11 when they saw her out in public.
- 12 21. In or around January 2016, MAAS initiated additional duties for herself as the writer,  
13 producer and anchor of the weekly segment “Healthy Living,” which aired during the 6  
14 p.m. newscast. MAAS enjoyed reporting stories and conducting on-set interviews to help  
15 KUSI’s viewers improve their health.

16 **Defendant’s Culture of Pay Disparity**

- 17 22. In or around December 2017, MAAS started to suspect she was underpaid compared to  
18 her male peers. Sadly, her suspicion was confirmed when her former manager informed  
19 her that her male co-anchor was being paid at least \$90,000 more than her every year.  
20 MAAS was shocked and felt demeaned. MAAS’s co-anchor did not just perform a  
21 substantially similar job compared to her; he performed the exact same job presenting the  
22 evening news. Moreover, MAAS had assumed additional responsibilities compared to  
23 him, including the weekly “Healthy Living” franchise that had proven to be a time-  
24 consuming project. MAAS also participated in more community service events compared  
25 to him, including emceeding and moderating panels.
- 26 23. MAAS and her co-anchor’s experience levels were comparable as well. MAAS had at  
27 least 30 years of on-air experience.
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1 24. The only difference between MAAS and her co-anchor was gender.

2 25. Over the ensuing months, it became clear to MAAS that Defendant had engaged in a  
3 pattern and practice of underpaying women compared to similarly situated men. In  
4 addition, MAAS learned other male on-air employees were also earning more than she  
5 did for a lesser job. MAAS also learned another female co-anchor quit her job after a pay  
6 equity dispute. MAAS was dismayed to learn that her employer did not value women as  
7 much as men.

8 **MAAS Opposed the Pay Inequity**

9 26. Starting in December 2017, MAAS started to raise the issue of pay equity during the  
10 negotiations of her contract renewal. When her contract expired in December 2017,  
11 MAAS asked the News Director, Steve Cohen, for a raise. In response, she was given the  
12 runaround.

13 27. Bravely, on April 30, 2018, MAAS lodged a written complaint with her superior and  
14 KUSI's General Manager, Mike McKinnon, Jr., expressing her disappointment with  
15 KUSI's lack of urgency regarding her contract. MAAS explained how much extra time  
16 she contributed to the business, including mentoring and volunteering. MAAS drew  
17 attention to her community service and philanthropy. She further highlighted her 35 years  
18 of experience in broadcasting that led to more than a dozen Emmy nominations. MAAS  
19 then wrote:

20 "I'm well aware of the recent lucrative deals you've extended to the male on-air  
21 talent and I know how much anchors are compensated here at KUSI. I am your  
22 **lead** female evening anchor.

23 As the lead female anchor at KUSI, with the community service, experience and  
24 skills that I have demonstrated on a consistent basis, there is no reason my  
25 compensation should be less than multiple male counterparts at KUSI. [Retired  
26 KUSI Investigative Consumer Reporter] Turko would say "It Ain't Right." I  
27 would like you to consider increasing my annual salary to be on par with my  
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- 1                    evening co-anchor ... and, I think that is a very reasonable request.” [Emphasis  
2                    Added].
- 3 28. In very clear language, MAAS opposed KUSI’s unlawful modus operandi of pay  
4 inequity. Unfortunately, her complaint was not well received. In response to MAAS’s  
5 email, Mr. McKinnon admonished MAAS, stating he “did not like the tone of [her]  
6 email.” It was clear to MAAS that KUSI expected her not to assert her rights, and  
7 instead, to just work and keep quiet.
- 8 29. During one of MAAS’s face-to-face conversations with Mr. McKinnon regarding her  
9 contract negotiations, Mr. McKinnon asked MAAS, “Why are you still working?”  
10 MAAS paused and explained she loved her job.
- 11 30. KUSI’s Human Resources Director Sally Luck then intervened in the negotiations. As  
12 HR, Ms. Luck was responsible for ensuring KUSI was in compliance with California law,  
13 including the Fair Pay Act. MAAS expected her to launch an investigation and remedy  
14 the issue. Instead of addressing the issue of pay inequity, Ms. Luck repeatedly asked  
15 MAAS to reveal her sources. Ms. Luck seemed more concerned with protecting the  
16 reputations of men than protecting MAAS’s right not to be discriminated against based  
17 on her gender.
- 18 31. Almost one month after her complaint, on May 29, 2018, KUSI offered MAAS a raise  
19 and a one-year extension of her contract. The promised offer was approximately \$70,000  
20 below the annual salary of her male counterparts.
- 21 32. On or about June 2, 2018, MAAS’s friend and former KUSI news anchor Andrea  
22 Naversen called MAAS on the phone and informed her that Ms. Luck told her  
23 [Naversen], “Sandra [MAAS] really needs to take the deal,” or words to that effect.  
24 MAAS was shocked to learn Ms. Luck had been discussing her negotiations with non-  
25 employees.
- 26 33. Throughout these 2018 contract negotiations, MAAS and her male co-anchor discussed  
27 the contentious nature of the negotiations. On his last day, February 28, 2019, they  
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1 discussed the issue again. He then disclosed his salary to MAAS, and it was still at least  
2 \$70,000 higher than MAAS's salary.

3 **Defendant Failed To Renew MAAS's Contract**

4 34. On or about May 17, 2019, MAAS requested to meet with Mr. McKinnon to discuss her  
5 expiring contract.

6 35. Later that day, MAAS arrived at work. MAAS was expecting to meet with Mr.  
7 McKinnon. Instead, Ms. Luck and Steve Cohen were waiting for MAAS in the newsroom  
8 office. Mr. Cohen asked MAAS to meet with the two of them in Ms. Luck's office down  
9 the hall.

10 36. Once inside the office, Mr. Cohen informed MAAS that KUSI would not be renewing her  
11 contract.

12 37. Mr. Cohen said, "Well, let's just get to it. When your deal is up on June 13<sup>th</sup> we will not  
13 be renewing your contract. You are free to start looking for other work in the market.  
14 You can stay for the rest of your contract or leave right away. You have three weeks of  
15 vacation pay."

16 38. MAAS stared at Mr. Cohen and Ms. Luck in utter disbelief. Sensing MAAS's  
17 discomfort, Mr. Cohen and Ms. Luck told her, "This is not about your performance. We  
18 are bringing in a new generation of people. Lots of them." [Emphasis added]

19 39. Mr. Cohen then abruptly left the office.

20 40. Ms. Luck then told MAAS, "Steve [Cohen] told Mike [McKinnon, Jr.] that you wanted to  
21 work less for more money."

22 41. MAAS responded, "Sally [Luck], you were in the tense negotiations I had with Mike  
23 [McKinnon, Jr.] last year. Do you think I would ever suggest that to him?" Feeling  
24 caught, Ms. Luck shook her head in agreement with MAAS. MAAS then said, "Did  
25 Steve [Cohen] throw me under the bus?" Ms. Luck nodded her head. Ms. Luck then  
26 directed MAAS to talk to Mr. McKinnon, Jr. to explain that was not what she wanted.  
27 MAAS responded, "You are the HR Person, You need to tell Mike [McKinnon, Jr.] that!"  
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Clearly, even in KUSI’s HR Department, women are powerless against men.

42. MAAS felt betrayed. There had been no conversation about renewing the terms of her contract.

**MAAS’s Final Month of Employment**

43. The next few weeks were extremely awkward for MAAS. On or about May 24, 2019, MAAS confronted Mr. Cohen to rectify the lie he had told Mr. McKinnon. Mr. Cohen denied making the statement that she wanted to work less for more money. Mr. Cohen reminded MAAS this was not about her performance, that her work was excellent, and that she was professional. He then said, “Everything has a cycle.” MAAS felt offended by the insinuation that her “cycle” had run out.

44. KUSI treated MAAS differently than her male peers. At KUSI, male anchors were given the opportunity to determine when to leave the job. At KUSI, the standard was different for women over forty compared to men over forty. According to KUSI, women over forty had a “cycle” and had to make room for a “new generation,” while men over forty did not.

45. Mr. Cohen asked if MAAS was planning to stay for the rest of her contract. MAAS responded she would. Mr. Cohen thanked MAAS for being a “class act.”

46. Nearing the end of her contract, MAAS learned that Mr. Cohen had instructed the team, “Sandra [Maas] requests ... there be no fanfare or mention of her leaving on the air. And to treat it like another day.” This was in fact, a fabrication. MAAS was shocked that Mr. Cohen continued with the concoctions. MAAS emailed Mr. Cohen objecting to there being no mention of her departure.

47. MAAS’s last day at KUSI was June 13, 2019. MAAS felt saddened to be forced to say goodbye to a job she loved. MAAS had gone “above and beyond” to represent KUSI to the best of her abilities, taking on community service projects often on her own time and working to advance KUSI’s mission as San Diego’s More Local News Station. MAAS had also launched new initiatives focused on healthy living.

1 48. MAAS dutifully finished her 4 p.m., 5 p.m. and 6 p.m. shows like any other day. The  
2 additional 4 p.m. newscast had been added days after her contract was cut. Mr. Cohen left  
3 the station around 5:30 p.m. without speaking to MAAS.

4 49. There was no official goodbye party organized by KUSI. Many crewmembers were  
5 simply unaware and confused. MAAS's departure was treated without dignity, in stark  
6 contrast with the departure of male anchors, who received gracious and festive send-offs.  
7 There was no gratitude for MAAS's loyalty and contributions. MAAS deserved to be  
8 celebrated.

9 50. During MAAS's 10 p.m. newscast, MAAS said goodbye to her viewers and the crew,  
10 ending with a brave message, "Although I won't be delivering the news, I do hope to be  
11 making news. And making a difference, for women in the workplace."

12 51. On MAAS's last day of employment, Ms. Luck provided MAAS a written "Termination  
13 Notice", which is required of California employers immediately upon termination of  
14 discharged or laid off employees, pursuant to California Unemployment Insurance Code  
15 § 1089.

16 52. On March 13, 2020, after hearing evidence from both KUSI and MAAS, the Honorable  
17 Ronald F. Frazier of the San Diego Superior Court, Central Division, ruled that "evidence  
18 is sufficient to conclude [MAAS's] assertion that she suffered an adverse employment  
19 action, i.e. [KUSI's] failure to rehire her on the basis of a discriminatory motive, has at  
20 least minimal merit." Further, the Court found "there is sufficient evidence to conclude  
21 [MAAS's] retaliation claims have at least minimal merit as well."

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PROVIDE EQUAL PAY TO WOMEN**

24 **[Cal. Lab. Code § 1197.5(a)]**

25 53. MAAS re-alleges and incorporates by reference each and every allegation contained in  
26 the preceding and subsequent paragraphs as though fully set forth herein.

27 54. MAAS performed substantially similar work, when viewed as a composite of skill, effort,  
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1 and responsibility, and which is performed under similar working conditions, as  
2 Defendant's male employees.

3 55. MAAS, as a female employee of Defendant, was paid less than Defendant's male  
4 employees who performed substantially similar work, as alleged herein.

5 56. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has  
6 sustained and continues to sustain substantial losses in earnings, employment benefits,  
7 employment opportunities, and MAAS has suffered other economic losses in an amount  
8 to be determined at time of trial. MAAS has sought to mitigate these damages.

9 57. As a further direct, foreseeable, and proximate result of Defendant's conduct, MAAS has  
10 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and  
11 mental and physical pain and anguish, all to her damage in a sum to be established  
12 according to proof.

13 58. In addition to such other damages as may properly be recovered herein, MAAS is entitled  
14 to recover attorney fees and costs pursuant to Labor Code §§ 1197.5(g) and 218.5.  
15 MAAS is also entitled to recover, as liquidated damages, an amount equal to the balance  
16 of wages she is owed, pursuant to Labor Code § 1197.5(g).

17 **SECOND CAUSE OF ACTION**

18 **GENDER AND/OR AGE DISCRIMINATION**

19 **[Cal. Gov't Code §12940(a)]**

20 59. MAAS re-alleges and incorporates herein by reference each and every allegation  
21 contained in the proceeding paragraphs as though fully set forth herein.

22 60. Defendant discriminated against MAAS in the terms, conditions and privileges of her  
23 employment.

24 61. MAAS believes and thereon alleges that her gender, female, and/or age, i.e., over forty  
25 years, was a motivating reason for Defendant's discriminatory adverse employment  
26 actions against her.

27 62. Defendant's conduct of discriminating against MAAS on the basis of her gender and/or  
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age violated Cal. Gov't Code § 12940(a).

63. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and MAAS has suffered other economic losses in an amount to be determined at time of trial. MAAS has sought to mitigate these damages.

64. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.

65. As a result of Defendant's deliberate, outrageous, despicable conduct, MAAS is entitled to recover punitive and exemplary damages in an amount commensurate with Defendant's wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

66. In addition to such other damages as may properly be recovered herein, MAAS is entitled to recover prevailing party attorney's fees.

**THIRD CAUSE OF ACTION**  
**FAILURE TO PREVENT DISCRIMINATION**  
**[Cal. Gov't Code §12940(k)]**

67. MAAS re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

68. At all times mentioned herein, California Government Code § 12940 et seq. was in full force and effect and was binding on Defendant. This section provide that it is unlawful for Defendant, as an employer, to fail to take all reasonable steps necessary to prevent discrimination from occurring.

69. MAAS was subjected to discrimination on the basis of her gender and age, as set forth herein. MAAS was also subjected to retaliation for opposing said discrimination.

70. Defendant failed to take reasonable steps to prevent the discrimination as described

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herein.

71. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and MAAS has suffered other economic losses in an amount to be determined at time of trial. MAAS has sought to mitigate these damages.

72. As a further direct, foreseeable, and proximate result of Defendant's conduct, MAAS has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.

73. As a result of Defendant's deliberate, outrageous, despicable conduct, MAAS is entitled to recover punitive and exemplary damages in an amount commensurate with Defendant's wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

74. In addition to such other damages as may properly be recovered herein, MAAS is entitled to recover prevailing party attorney fees and costs pursuant to Government Code § 12965.

**FOURTH CAUSE OF ACTION**

**RETALIATION**

**[Cal. Gov't Code §12940(h)]**

75. MAAS re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

76. MAAS and Defendant maintained an employer-employee relationship at all times relevant herein.

77. Defendant has retaliated against MAAS as a direct and proximate result of her opposition to gender discrimination.

78. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has sustained and continues to sustain substantial losses in earnings, employment benefits,

1 employment opportunities, and MAAS has suffered other economic losses in an amount  
2 to be determined at time of trial. MAAS has sought to mitigate these damages.

3 79. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has  
4 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and  
5 mental and physical pain and anguish, all to her damage in a sum to be established  
6 according to proof.

7 80. As a result of Defendant's deliberate, outrageous, despicable conduct, MAAS is entitled  
8 to recover punitive and exemplary damages in an amount commensurate with  
9 Defendant's wrongful acts and sufficient to punish and deter future similar reprehensible  
10 conduct.

11 81. In addition to such other damages as may properly be recovered herein, MAAS is entitled  
12 to recover prevailing party attorney's fees.

13 **FIFTH CAUSE OF ACTION**

14 **RETALIATION**

15 **[Cal. Lab. Code § 1102.5]**

16 82. MAAS re-alleges and incorporates by reference each and every allegation contained in  
17 the preceding paragraphs as though fully set forth herein.

18 83. MAAS performed work for Defendant, as an employee of Defendant, as stated herein.

19 84. Defendant discriminated MAAS on the basis of gender and failed to provide equal pay to  
20 members of the opposite sex.

21 85. MAAS had reasonable cause to believe that Defendant's acts were discriminatory.

22 86. MAAS retaliated against MAAS as a result of her opposition to Defendant's unlawful  
23 conduct.

24 87. MAAS's opposition to Defendant's illegal actions was a motivating reason for  
25 Defendant's adverse employment actions.

26 88. Defendant's conduct was a substantial factor in causing MAAS's harm.

27 89. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has  
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sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and MAAS has suffered other economic losses in an amount to be determined at time of trial. MAAS has sought to mitigate these damages.

90. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.

91. As a result of Defendant's deliberate, outrageous, despicable conduct, MAAS is entitled to recover punitive and exemplary damages in an amount commensurate with Defendant's wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

92. In addition to such other damages as may properly be recovered herein, MAAS is entitled to recover prevailing attorney's fees pursuant to Code of Civil Procedure § 1021.5.

**SIXTH CAUSE OF ACTION**

**RETALIATION**

**[Cal. Lab. Code § 1197.5(k)(1)]**

93. MAAS re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

94. Labor Code § 1197.5(k)(1) forbids an employer from discriminating or retaliating against an employee for any action taken by the employee to invoke or assist in any manner the enforcement of Cal. Lab. Code § 1197.5.

95. MAAS performed work for Defendant, as an employee, as stated herein.

96. MAAS opposed Defendant's failure to provide equal pay to members of the opposite sex.

97. MAAS believes and thereon alleges that her opposition to Defendant's illegal conduct and to what she had good faith reasonable cause to believe was Defendant's illegal conduct were motivating reasons for Defendant's adverse employment actions.

98. Defendant's conduct of discriminating against MAAS by failing to correct her pay and

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retaliating against MAAS in the terms, conditions and privileges of her employment on the basis of her opposition to unlawful conduct and to what she had good faith reasonable cause to believe was Defendant's illegal conduct violates Labor Code § 1197.5(k)(1).

99. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and MAAS has suffered other economic losses in an amount to be determined at time of trial. MAAS has sought to mitigate these damages.

100. As a direct, foreseeable, and proximate result of Defendant's conduct, MAAS has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum to be established according to proof.

101. As a result of Defendant's deliberate, outrageous, despicable conduct, MAAS is entitled to recover punitive and exemplary damages in an amount commensurate with Defendant's wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

102. In addition to such other damages as may properly be recovered herein, MAAS is entitled to recover prevailing attorney's fees.

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WHEREFORE, MAAS prays for the following relief:

1. For general and compensatory damages in an amount according to proof;
2. For punitive damages in an amount necessary to make an example of and to punish Defendant, and to deter future similar misconduct;
3. For mental and emotional distress damages;
4. For back pay, front pay and other monetary relief;
5. For injunctive relief, including reinstatement, promotion, and retroactive seniority;
6. For costs of litigation, expert costs, and attorneys' fees as permitted by law;
7. For an award of interest at the prevailing legal rate, as permitted by law;
8. For such other and further relief as the Court deems proper and just under all the circumstances.

**PLAINTIFF SANDRA MAAS** demands a jury trial on all issues in this case.

DATED: March 27, 2020

GRUENBERG LAW



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Attorneys for Plaintiff,  
**SANDRA MAAS**