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

11 DORIAN HARGROVE,

12 Plaintiff,

13 v.

14 NBC UNIVERSAL, a public corporation;
15 GREG DAWSON, an individual; CHUCK
16 WESTERHEIDE, an individual; and DOES
1-10, inclusive,

17 Defendants.

Case No.

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

1. Discrimination in Violation of FEHA [Gov. Code § 12940(a)];
2. Hostile Work Environment in Violation of FEHA [Gov. Code § 12940(j)];
3. Failure to Prevent Discrimination and Harassment [Gov. Code § 12940(k);
4. Labor Code 1102.5

18
19 Plaintiff, DORIAN HARGROVE, respectfully submits the instant Complaint for
20 Damages and Demand for Jury Trial and alleges as follows:

21
22 **CASE OVERVIEW**

23 Plaintiff DORIAN HARGROVE is an award-winning investigative journalist who was
24 employed by NBC UNIVERSAL where he worked for more than three years as a producer for
25 the NBC Investigates Team. During that time, HARGROVE received excellent performance
26 evaluations, won numerous awards for stories he worked on, was well-liked and respected among
27 his colleagues and provided cutting-edge reporting on some of San Diego's biggest news stories.
28 His career at NBC UNIVERSAL was derailed after his bosses partially retracted a politically

1 charged investigative piece on 101 Ash Street that HARGROVE co-authored with his manager,
2 TOM JONES. After that date, HARGROVE was subjected to discrimination based on age and
3 disability; a hostile work environment where he was demeaned, berated and verbally abused by
4 his supervisors based on his disability; and retaliation, which ultimately led to his constructive
5 termination from NBC Universal and the job he once loved. NBC's conduct is and was so
6 oppressive, malicious and fraudulent as to warrant the imposition of punitive damages.

7
8 **PARTIES AND JURISDICTION**

9 1. Plaintiff, DORIAN HARGROVE ("Mr. Hargrove" or "Plaintiff"), was at all times
10 relevant to this action a recruit, employee, or constructively terminated employee of NBC
11 Universal. While employed at NBC Universal, and at all times relevant to this action, Plaintiff
12 resided and was employed in San Diego County.

13 2. Defendant, NBC UNIVERSAL ("NBC" or "Entity Defendant") was, at all times relevant
14 to this action, a corporation, with its corporate headquarters located in New York, New York.
15 Entity Defendant was, at all times relevant to this action, engaged in business in the State of
16 California.

17 3. Defendant GREG DAWSON, ("DAWSON") was at all times relevant to this action, an
18 individual employed by NBC Universal in San Diego and one of Mr. Hargrove's supervisors.
19 Plaintiff alleges that DAWSON is a resident of San Diego County. DAWSON is married to San
20 Diego Deputy City Attorney Joan Dawson who works in the Civil Division of the City Attorney's
21 office closely with City Attorney Mara Elliott.

22 4. Defendant CHUCK WESTERHEIDE, ("WESTERHEIDE") was, at all times relevant to
23 this action, an individual employed by NBC Universal in San Diego and one of Mr. Hargrove's
24 supervisors. Plaintiff alleges that WESTERHEIDE is a resident of San Diego County.

25 5. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein as
26 DOES 1 through 10. Defendant Does 1 through 10 are sued herein under fictitious names pursuant
27 to California Code of Civil Procedure § 474. Plaintiff is informed and believes and on that basis
28 alleges, that each Defendant sued under such fictitious names is in some manner responsible for

1 the wrongs and damages alleged herein. Plaintiff does not at this time know the true names or
2 capacities of said Defendants, but asks that said names and capacities be inserted herein when
3 they become known.

4 6. At all times relevant, each and every Defendant was an agent and/or employee of each
5 and every other Defendant. In doing the things alleged in the causes of action stated herein, each
6 and every Defendant was acting within the course and scope of this agency or employment, and
7 was acting with the consent, permission and authorization of each remaining Defendant. All
8 actions of each Defendant alleged herein were ratified and approved by every other Defendant or
9 their officers or managing agents.

10 7. Venue and jurisdiction are proper because the majority of the events giving rise to this
11 action took place in San Diego County; because Defendant was doing business in San Diego
12 County; because Plaintiff entered into his employment with NBC in San Diego County; because
13 the damages exceed the jurisdictional minimum of this Court; and because the majority of the
14 witnesses and events occurred in San Diego County.

15 8. Plaintiff has exhausted his remedies as to any and all claims under FEHA and did so by
16 filing his complaint with FEHA and obtaining a Right to Sue Letter on June 6, 2021. Plaintiff's
17 Right to Sue Letter issued by FEHA is attached hereto as Exhibit 1.

18
19 **STATEMENT OF FACTS**

20 9. Plaintiff Dorian Hargrove is a 45 year old man. At all relevant times herein, Mr. Hargrove
21 suffered from a disability caused by a traumatic brain injury. The injury was made public when
22 Hargrove wrote a long form article and later a book about his injury.

23 10. Throughout his career at NBC, up and until late 2020, Mr. Hargrove's job performance,
24 willingness to help his colleagues, and his ability to find and report on unreported and difficult
25 news stories resulted in positive performance reviews, an outstanding performance award, three
26 GEM awards for excellence, an Emmy Award, several local watch dog awards, and a MURROW
27 Award in 2021.

1 11. In early 2020, Mr. Hargrove received the following praise in his annual review,
2 “[HARGROVE] continues to be a leader in our newsroom. Throughout 2019, Hargrove continued
3 to go above and beyond when it comes to his daily assignments. In addition to producing and
4 writing Responds stories, HARGOVE published some major investigations that were followed
5 by national media. Reporters and Producers in the newsroom turn to him when needing quick
6 insight into a complex community issues or help with records and data. His editing skills for the
7 web are an asset to us all and we are very grateful to have him on the team.”

8 12. In February of 2020, Mr. Hargrove began reporting on the City of San Diego’s bungled
9 purchase of a 21-story high rise in downtown San Diego which cost taxpayers hundreds of
10 millions of dollars in repairs, lawsuits, and asbestos remediation.

11 13. In the course of his reporting on 101 Ash St. and all of his stories, Mr. Hargrove used
12 numerous sources and submitted dozens of Public Record Act request to the City of San Diego.
13 Mr. Hargrove also kept his executive producer Tom Jones (“JONES”) apprised of any and all
14 developments on his cases.

15 14. For the 101 Ash St. case, JONES and Mr. Hargrove worked closely together. Mr.
16 Hargrove made sure JONES was apprised of all developments, including the identity of all
17 sources on the 101 Ash St. investigation. JONES and Mr. Hargrove worked collaboratively, with
18 JONES sometimes joining Mr. Hargrove to conduct interviews with confidential sources.

19 15. After a series of groundbreaking reports on the 101 Ash St. case, Mr. Hargrove advised
20 JONES that a source was sending a packing in the mail with a report. When the package did in
21 fact arrive, Mr. Hargrove informed JONES and took a picture of a particular footnote that jumped
22 out at him. Mr. Hargrove and JONES moved forward with the story based on confidential
23 documents Mr. Hargrove had received and including in part on the footnote.

24 16. On or about September 3, 2020, Mr. Hargrove and JONES wrote and edited the story
25 which was sent to WESTERHEIDE, as well as NBC’s Legal and Standard’s Division. The story
26 underwent numerous revisions. Almost immediately after JONES posted the story online, the San
27 Diego City Attorney and its various outside counsel began to claim that the report Hargrove and
28 Jones had received contained a “fabricated footnote 15”. The article appeared during an election

1 cycle where Mayor Todd Gloria and City Attorney Mara Elliott were both running for office; the
2 content of story raised questions about each of these candidates and the onslaught from candidate
3 and their respective campaigns were palpable. The City Attorney went so far as to direct her
4 Assistant in charge of the criminal division to send a letter to Hargrove threatening him with
5 prosecution, which she almost immediately peddled back once it became publicly criticized.

6 17. On September 11, 2020, Mr. Hargrove and JONES were suspended pending an internal
7 investigation into the source of the document that formed part of the basis of their story. The very
8 next week both HARGROVE and JONES were informed by NBC that they would both be placed
9 on a two-month suspension without pay, would be demoted and would be forbidden to report on
10 any stories about City of San Diego government/officials.

11 18. Once they returned from their respective suspensions, serious differences became
12 apparent in the treatment of Mr. Hargrove compared to JONES. DAWSON reached out to JONES
13 before his suspension was up and advised him of his new duties; by contrast no one reached out
14 to Hargrove about returning to work. Instead, DAWSON embarked on campaign of workplace
15 abuse towards Mr. Hargrove.

16 19. Upon Mr. Hargrove's return to NBC, DAWSON imposed new restrictions on Mr.
17 Hargrove's previously imposed discipline, most notably prohibiting Mr. Hargrove (not JONES)
18 from submitting Public Records Act requests to the city-even in his capacity of a private citizen.
19 Mr. Hargrove complained to NBC for restricting his access to city government, but his complaint
20 fell on deaf ears.

21 20. Next, unlike JONES, Mr. Hargrove was prohibited from submitting story tips to the
22 newsroom like all other employees of NBC were allowed to do. Instead, Mr. Hargrove was told
23 he had to send his pitches to the news managers, who repeatedly ignored them. On at least one
24 occasion, Mr. Hargrove was reprimanded for a story that he pitched.

25 21. In December of 2020, while sitting through weekly Performance Improvement Review,
26 WESTERHEIDE referred to a scene from an obscure 1980's film when discussing Mr.
27 Hargrove's job performance with him. The scene relayed by WESTERHEIDE revolved around a
28 character who turned into an imbecile as a result of getting hit in the head. Mr. Hargrove was

1 immediately taken aback by the reference because it was well-known in the newsroom that Mr.
2 Hargrove had spent 21 days in a coma following a traumatic brain injury and that Mr. Hargrove
3 had written an article and book about the experience. When Mr. Hargrove complained about
4 WESTERHEIDE's movie reference, WESTERHEIDE denied referencing the offensive scene to
5 Mr. Hargrove; he did acknowledge that he had referenced the movie, just not the particular scene
6 that Mr. Hargrove complained of.

7 22. However, each time Mr. Hargrove complained of the manner in which he was being
8 treated, the adverse treatment from his superiors intensified. In a subsequent weekly review,
9 WESTERHEIDE told Mr. Hargrove that he should have been fired as the result of the retracted
10 story, specifically WESTERHEIDE told Mr. Hargrove that it would have been better for him and
11 for NBC if he were fired.”

12 23. By contrast, JONES returned to NBC to a better position than Mr. Hargrove. Unlike Mr.
13 Hargrove, JONES was permitted to write and pitch stories, and was permitted to contact and
14 report on the City of San Diego. When Mr. Hargrove submitted a complaint to NBC's Ethic's
15 Department about the unfair treatment he was receiving, the adverse actions intensified.

16 24. Whereas the stated purpose of Mr. Hargrove's initial discipline was to address his skills
17 in handling confidential sources, WESTERHEIDE began to pick on Mr. Hargrove for using the
18 word “has” in a newscast. WESTERHEIDE soon began asserting that Mr. Hargrove's writing
19 was bad, despite Mr. Hargrove having never heard anything like these criticisms before. When
20 Mr. Hargrove expressed confusion about where these newest criticisms were coming from,
21 DAWSON and WESTERHEIDE called Mr. Hargrove argumentative and combative.

22 25. On February 2, 2021, DAWSON informed Mr. Hargrove that he would be leading the
23 Performance Improvement Plan, but did not explain to Mr. Hargrove the reason for the change.
24 During the meeting, DAWSON repeatedly criticized Mr. Hargrove's script writing and once
25 again Mr. Hargrove was confused as he had only received wide-ranging praise for his script
26 writing in the past.

27 26. The following week, DAWSON met with Mr. Hargrove for Mr. Hargrove's annual
28 performance review. During the review, DAWSON told Mr. Hargrove that “he was not trusted”

1 and that Mr. Hargrove would never have chance for promotion at NBC. DAWSON said he was
2 “addressing the elephant in the room.” DAWSON informed Mr. Hargrove that he would never
3 advance at NBC because he had “failed to acknowledge his mistake” on the partially retracted
4 story. Mr. Hargrove told DAWSON that he thought his discipline was over and inquired about
5 how DAWSON was measuring Mr. Hargrove’s “acknowledgement of his mistake.” DAWSON
6 repeatedly insisted that Mr. Hargrove had not informed JONES of the nature of his sources while
7 reporting on the 101 Ash St. story even though Mr. Hargrove told DAWSON that his assertions
8 were untrue and that JONES knew *everything* as it happened, often in advance of any new
9 development in the story.

10 27. DAWSON then proceeded to tell Mr. Hargrove that he would be extending Mr.
11 Hargrove’s Performance Improvement Plan.” DAWSON refused to provide Mr. Hargrove with a
12 written explanation of why his Performance Improvement Plan was being extended. HR Director
13 Nirupama Hedge interjected that NBC would provide a written explanation. The following week
14 when Mr. Hargrove again asked for an explanation of why his Performance Improvement Plan
15 had been extended, DAWSON said he would discuss the reason over a video call.

16 28. During the video call, DAWSON informed Mr. Hargrove that the Performance Review
17 would end. However, DAWSON emphasized that neither he, nor WESTERHEIDE would ever
18 trust Mr. Hargrove. DAWSON then compared Mr. Hargrove to a “product defect” similar to one
19 found in manufacturing and suggested that he should probably go back and look at all of Mr.
20 Hargrove’s stories to see if they too bore the mark of his “product defect.” Mr. Hargrove objected
21 to being called a “product defect” while HR Director Hedge sat silently and did not say a word to
22 DAWSON about name-calling an employee in such an abusive manner. Mr. Hargrove informed
23 NBC’s Ethic’s Department that DAWSON called him a “defect” had disturbed Mr. Hargrove
24 deeply and was taking a toll on him mentally, sending him into a dark place emotionally. Mr.
25 Hargrove submitted an ethics complaint after this incident, but the abuse only got worse.

26 29. Despite feeling beaten down, humiliated and verbally abused, Mr. Hargrove continued to
27 work with hopes that NBC’s treatment of him would improve. The following day, Mr. Hargrove
28 learned that he was one of a handful of at the station who won a “Golden Mike Award” for their

1 work on a human trafficking story. DAWSON refused to write a letter on Mr. Hargrove’s behalf
2 so he could get his own award.

3 30. Unable to take any more of the abuse and humiliation, Mr. Hargrove became deeply
4 depressed and was ultimately forced to go on mental health leave as a result of his severe
5 depression. While on leave, Mr. Hargrove learned that his team had also won a Murrow Award,
6 one of the most prestigious awards in tv journalism, for their work on the human trafficking story.
7 In DAWSON’s congratulatory message to the newsroom, DAWSON noticeably left
8 HARGROVE out.

9 31. In March 2022, managers on express direction from DAWSON, told Mr. Hargrove he was
10 no longer allowed to submit any story pitches mentioning the City of San Diego. Mr. Hargrove
11 complained to HR saying his pitches were public record and the prohibition was unfair and
12 adverse.

13
14 **FIRST CAUSE OF ACTION**

15 **Discrimination In Violation of FEHA- Gov. Code § 12940(a)**

16
17 32. The allegations set forth in this complaint are hereby re-alleged and incorporated by
18 reference.

19 33. This cause of action is asserted against all Defendants.

20 34. At all relevant times, Plaintiff was an employee of Defendant.

21 35. At all relevant times to this matter, the Fair Employment and Housing Act , Government
22 Code § 12940 was in full force and effect and binding on Defendant. Government Code §
23 12940(a) reads “It is an unlawful employment practice...[f]or an employer, because of race,
24 religious creed, color, national origin, ancestry physical disability, mental disability, medical
25 condition, genetic information, marital status, sex, gender, gender identity, gender expression,
26 age or sexual orientation of any person, to refuse to hire or employ the person or to refuse to select
27 the person for a training program leading to employment, or to bar or to discharge the person from
28

1 employment or from a training program leading to employment or to discriminate against the
2 person in compensation or in terms, conditions, or privileges of employment.

3 36. As set forth above, Defendants unlawfully discriminated against Plaintiff because of his
4 physical disability, mental disability, medical condition and age by demoting him, repeatedly
5 subjecting him to baseless adverse employment actions and ultimately constructively discharging
6 him.

7 37. As an actual and proximate result of the aforementioned violations, Plaintiff has been
8 harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
9 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government
10 Code § 12926(a), including back pay, reimbursement of out of pocket expenses and any other
11 relief that this Court deems proper.

12 38. As an actual and proximate result of Defendants’ willful and intentional discrimination,
13 Plaintiff has lost wages, benefits and out-of-pocket expenses.

14 39. As an actual and proximate result of Defendant’s aforementioned acts, Plaintiff suffered
15 physical injury and emotional distress. Plaintiff claims general damages for physical injury and
16 emotional distress in an amount according to proof at the time of trial.

17 40. The above-described actions were perpetrated and/or ratified by a managing agent or
18 officer of Defendant. These acts were done with malice, fraud, oppression, and in reckless
19 disregard of Plaintiff’s rights. Further, said actions wer despicable in character and warrant the
20 imposition of punitive damages in a sum sufficient to punish and deter Defendants’ future
21 conduct.

22 41. Plaintiff has also incurred and continues to incur attorneys’ fees. Plaintiff is presently
23 unaware of the precise amount of these expenses and fees. Plaintiff requests attorneys’ fees
24 pursuant to the FEHA and any an all applicable legal principles.

25
26 **SECOND CAUSE OF ACTION**

27 **Hostile Work Environment Harassment: Gov. Code § 12940(j)**

1 42. The allegations set forth in this complaint are hereby re-alleged and incorporated by
2 reference.

3 43. This cause of action is asserted against all Defendants.

4 44. At all relevant times Plaintiff was an employee of NBC Universal.

5 45. At all times relevant to this matter, the Fair Employment and Housing Act and
6 Government Code § 12940 was in full force and effect and binding on Defendants. Government
7 Code § 12940(j) reads, “It is an unlawful employment practice...[f]or an employer, labor
8 organization, employment agency, apprenticeship, training program or any framing program
9 leading to employment, or any other person, because of race, religious creed, color, national
10 origin, ancestry, physical disability, mental disability, medical condition, genetic information,
11 marital status, sex, gender, gender identity, gender expression, age or sexual orientation, to harass
12 an employee, an applicant or a person providing services pursuant to a contract.”

13 46. As described herein, Plaintiff was subjected to unwanted harassing conduct because of his
14 physical disability, mental disability, medical condition and/or age by WESTERHEIDE and
15 DAWSON, Mr. Hargrove’s supervisors. These deplorable acts were persistent from September
16 of 2020 until Mr. Hargrove’s constructive termination in April of 2022. This harassing conduct
17 was perpetrated by NBC and its managing agents and employees, who created an environment
18 that, among other things, tolerated and encouraged harassment against Plaintiff that impacted the
19 terms and conditions of Plaintiff’s employment. The statements and conduct on the part of
20 Defendants and its managing agents and its employees complained of herein represent a violation
21 of *Government Code section 12940(j)*, and the *California Code of Regulations, title 2, §§ 11019*
22 *and 11020*.

23 47. A reasonable person in Plaintiff’s circumstances would have considered the work
24 environment to be hostile or abusive. The environment of harassment was severe and/or pervasive
25 in that it occurred on a daily basis from late 2020 until Plaintiff was constructively terminated.

26 48. The conduct of Defendants and its managing agents and employees were a substantial
27 factor in causing Plaintiff’s harm.

1 49. As an actual and proximate result of the aforementioned violations, Plaintiff has been
2 harmed in an amount according to proof, but in an an amount in excess of the jurisdiction of this
3 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by *Government*
4 *Code § 12926(a)*, including back pay, reimbursement of out of pocket expenses and any other
5 relief that this Court deems proper.

6 50. As an actual and proximate result of Defendant’s aforementioned acts, Plaintiff suffered
7 physical injury and emotional distress. Plaintiff claims general damages for physical injury and
8 emotional distress in an amount according to proof at the time of trial.

9 51. As an actual an proximate result of Defendant’s aforementioned acts, Plaintiff also
10 suffered mental upset and other emotional distress. Plaintiff claims general damages for physical
11 injury in an amount according to proof at the time of trial.

12 52. The above-described actions were done with malice, fraud, oppression and in reckless
13 disregard for Plaintiff’s rights. Further, said actions were despicable in character and warrant the
14 imposition of punitive damages in a sum sufficient to punish and deter Defendants; future
15 conduct.

16 53. Plaintiff has also incurred and continues to incur attorneys’ fees. Plaintiff is presently
17 unaware of the precise amount of these expenses and fees. Plaintiff requests attorneys’ fees
18 pursuant to the FEHA and any an all applicable legal principles.

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20 **THIRD CAUSE OF ACTION**

21 **Failure to Prevent Harassment and Discrimination: Gov. Code § 12940(k)**

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23 54. The allegations set forth in this complaint are hereby re-alleged and incorporated by
24 reference.

25 55. This cause of action is against NBC Universal only.

26 56. At all relevant times, Plaintiff was an employee of Defendant.

27 57. As an employer, pursuant to Government Code 12926(d), Defendant has a duty to prevent
28 unlawful harassment and discrimination, including retaliation. Defendant knew or should have

1 known about the harassment and discrimination based on physical disability, mental disability,
2 medical condition and/or age of Plaintiff as set forth above. Defendant failed to implement
3 adequate training, policies or instructions that would have prevented the aforementioned
4 harassment, discrimination and retaliation of Plaintiff. Accordingly, Defendant violated
5 Government Code § 12940(k), and the California Code of Regulations, title 2, section 11019,
6 subdivision (b)(3).

7 58. Plaintiff was subjected to harassment and discrimination in the course of his employment
8 with Defendant as described above.

9 59. Defendant failed to take all reasonable steps to prevent the harassment and discrimination.

10 60. Defendant's conduct was a substantial factor in causing Defendant's harm.

11 61. As an actual and proximate result of the aforementioned violations, Plaintiff has been
12 harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
13 Court. Plaintiff also seeks "affirmative relief" or "prosepective relief" as defined by Government
14 Code § 12926(a), including back pay, reimbursement of out-of-pocket expenses and any such
15 other relief that this Court deems proper.

16 62. As an actual and proximate result of Defendant's willful and intentional discrimination
17 and harassment, Plaintiff has lost wages, benefits and other out of pocket expenses.

18 63. As an actual and proximate cause of Defendant's aforementioned acts, Plaintiff suffered
19 physical injury and emotional distress. Plaintiff claims general damages for physical injury and
20 emotional distress in an amount according to proof at the time of trial.

21 64. The above-described actions were perpetrated and/or ratified by a managing agent or
22 officer of Defendant. These acts were done with malice, fraud, oppression, and in reckless
23 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
24 imposition of punitive damages in a sum sufficient to punish and deter Defendant's future
25 conduct.

26 65. Plaintiff has also incurred and continues to incur legal expenses and attorneys fees.
27 Plaintiff is presently unaware of the precise amount of these expenses and fees. Plaintiff requests
28 attorneys' fees pursuant to the FEHA and any and all applicable legal principles.

1 **FOURTH CAUSE OF ACTION**

2 **Labor Code Section 1102.5**

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5 66. The allegations set forth in this complaint are hereby re-alleged and incorporated by
6 reference.

7 67. This cause of action is asserted against NBC Universal only.

8 68. At all relevant times, Plaintiff was an employee of Defendant.

9 69. Labor Code § 1102.5(b) states that “[a]n employer, or any person acting on behalf of the
10 employer, shall not retaliate against an employee for disclosing information, or because the
11 employer believes that the employee disclosed or may disclose information, to a government or
12 law enforcement agency, to a person with authority over the employee or another employee who
13 has the authority to investigate, discover or correct the violation or non-compliance, or for
14 providing information to, or testifying before, any public body conducting an investigation,
15 hearing or inquiry, if the employee has reasonable cause to believe that the information discloses
16 a violation of state or federal statute, or a violation of or noncompliance with local, state or federal
17 rule or regulation, regardless of whether disclosing the information is part of the employee’s job
18 duties.

19 70. Plaintiff disclosed information to numerous persons with authority over him that revealed
20 non-compliance with the FEHA, as well as corruption, fraud and deceit within San Diego City
21 Government.

22 71. Defendant violated his Labor Code 1102.5 when it unlawfully retaliated against Plaintiff
23 by taking adverse employment actions against Plaintiff, including but not limited to demoting
24 him, and retaliatorily harassing her.

25 72. Defendant’s acts were substantial facts in causing Plaintiff’s harm.

26 73. As an actual and proximate result of the aforementioned violations, Plaintiff has been
27 harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
28 Court.

1 74. As an actual and proximate result of Defendant's retaliation, Plaintiff has lost wages,
2 benefits and other out-of-pocket expenses.

3 75. As an actual and proximate result of Defendant's aforementioned acts, Plaintiff suffered
4 physical injury and emotional distress. Plaintiff claims general damages for physical injury and
5 emotional distress in an amount according to proof at the time of trial.

6 76. The above-described actions were perpetrated and/or ratified by a managing agent or
7 officer of Defendant. These acts were done with malice, fraud, oppression, and in reckless
8 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
9 imposition of punitive damages in a sum sufficient to punish and deter Defendant's future
10 conduct.

11 77. Plaintiff has also incurred and continues to incur legal expenses and attorneys fees.
12 Plaintiff is presently unaware of the precise amount of these expenses and fees. Plaintiff requests
13 attorneys' fees pursuant to Labor Code §1102.5 and any and all applicable legal principles.

14
15 **PRAYER FOR RELIEF**

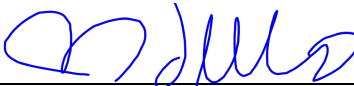
16
17 WHEREFORE, Plaintiff demands judgment against Defendants and any other defendants
18 who may be later added to this action as follows:

- 19 1. For compensatory damages, including but not limited to, lost wages and non-economic
20 damages in the amount according to proof;
- 21 2. For attorneys' fees and costs pursuant to all applicable statutes or legal principles;
- 22 3. For cost of suit incurred;
- 23 4. For punitive damages or other penalties recoverable by law;
- 24 5. For any such other and further relief as the Court may deem proper.

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DELL'ANNO LAW FIRM, APC

Dated: June 6, 2022

by: 
Marlea F. Dell'Anno
Attorneys for Plaintiff

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