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9 CYNTHIA BEGAZO

FILED
Superior Court Of California
County Of Los Angeles

MAR 09 2017

Sherril R. Carter, Executive Officer/Clerk
By Charlie E. Colanin Deputy

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
13

14 CYNTHIA BEGAZO,

15 Plaintiff,

16 vs.

17 PASSAGES SILVER STRAND, LLC,
18 GRASSHOPPER HOUSE, LLC,

19 Defendants.

Case No.: BC 595 150

**PLAINTIFF CYNTHIA BEGAZO'S
[PROPOSED] SECOND AMENDED
COMPLAINT FOR DAMAGES FOR:**

- 20 (1) **RETALIATION FOR
COMPLAINTS OF
DISCRIMINATION AGAINST
OTHERS ON THE BASIS OF AGE;**
- 21 (2) **RETALIATION FOR COMPLAINTS
OF DISCRIMINATION AGAINST
OTHERS ON THE BASIS OF
DISABILITY AND/OR MEDICAL
CONDITION;**
- 22 (3) **DISCRIMINATION ON THE BASIS
OF DISABILITY AND/ OR
MEDICAL CONDITION IN
VIOLATION OF FEHA;**
- 23 (4) **RETALIATION FOR
COMPLAINTS OF
DISCRIMINATION ON THE BASIS
OF DISABILITY AND/OR
MEDICAL CONDITION IN
VIOLATION OF FEHA;**
- 24 (5) **WRONGFUL TERMINATION OF
EMPLOYMENT IN VIOLATION
OF PUBLIC POLICY;**

25 **DEMAND FOR JURY TRIAL**

1 Plaintiff, Cynthia Begazo, alleges, on the basis of personal knowledge and/or infor-
2 mation and belief:

3
4 **SUMMARY**

5 This is an action by plaintiff, Cynthia Begazo (“plaintiff” or “Begazo”), whose em-
6 ployment with defendants Passages Silver Strand LLC (“Silver Strand”) and
7 Grasshopper House, LLC (“Grasshopper”) was wrongfully terminated. Plaintiff brings
8 this action against defendants for economic, non-economic, compensatory pursuant to
9 Civil Code section 3294, pre-judgment interest pursuant to Code of Civil Procedure
10 section 3291, and costs and reasonable attorneys’ fees pursuant to Government Code
11 section 12965(b) and Code of Civil Procedure section 1021.5.

12
13 **PARTIES**

14 1. *Plaintiff:* Plaintiff Begazo is, and at all times mentioned in this Complaint was,
15 a resident of the County of Los Angeles, California.

16 2. *Defendants:* Defendant Grasshopper is, and at all times mentioned in this Com-
17 plaint was, authorized to operate by the State of California and the United States govern-
18 ment and authorized and qualified to do business in the County of Los Angeles. Defen-
19 dant’s place of business, where the following causes of action took place, was and is in
20 the County of Los Angeles, at 6428 Meadows Court, Malibu, California 90265.
21 Defendant Silver Strand is, and at all times mentioned in this Complaint was, authorized
22 to operate by the State of California and the United States government. Defendant’s
23 place of business, where the following causes of action took place, was and is in the
24 County of Ventura, at 241 Market Street, Port Hueneme, California 93041.

25 3. *Doe defendants:* Defendants Does 1 through 100 are sued under fictitious names
26 pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes, and
27 on that basis alleges, that each of the defendants sued under fictitious names is in some
28 manner responsible for the wrongs and damages alleged below, in so acting was func-

1 tioning as the agent, servant, partner, and employee of the co-defendants, and in taking the
2 actions mentioned below was acting within the course and scope of his or her authority as
3 such agent, servant, partner, and employee, with the permission and consent of the co-
4 defendants. The named defendants and Doe defendants are sometimes hereafter referred
5 to, collectively and/or individually, as “defendants.”

6 4. *Relationship of defendants:* All defendants compelled, coerced, aided, and/or
7 abetted the discrimination, retaliation, and harassment alleged in this Complaint, which
8 conduct is prohibited under California Government Code section 12940(i). All defen-
9 dants were responsible for the events and damages alleged herein, including on the fol-
10 lowing bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or
11 more of the defendants was the agent or employee, and/or acted under the control or
12 supervision of, one or more of the remaining defendants and, in committing the acts
13 alleged, acted within the course and scope of such agency and employment and/or is or
14 are otherwise liable for plaintiff’s damages; (c) at all relevant times, there existed a unity
15 of ownership and interest between or among two or more of the defendants such that any
16 individuality and separateness between or among those defendants has ceased, and de-
17 fendants are the alter egos of one another. Defendants exercised domination and control
18 over one another to such an extent that any individuality or separateness of defendants
19 does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the
20 separate existence of defendants would permit abuse of the corporate privilege and
21 would sanction fraud and promote injustice. All actions of all defendants were taken by
22 employees, supervisors, executives, officers, and directors during employment with all
23 defendants, were taken on behalf of all defendants, and were engaged in, authorized, rati-
24 fied, and approved of by all other defendants.

25 5. Defendants Silver Strand, and Grasshopper both directly and indirectly
26 employed plaintiff Begazo, as defined in the Fair Employment and Housing Act
27 (“FEHA”) at Government Code section 12926(d).

28 6. In addition, defendants Silver Strand, and Grasshopper compelled, coerced,

1 aided, and abetted the discrimination, which is prohibited under California Government
2 Code section 12940(i).

3 7. Finally, at all relevant times mentioned herein, all defendants acted as agents of
4 all other defendants in committing the acts alleged herein.

5
6 **FACTS COMMON TO ALL CAUSES OF ACTION**

7 8. *Plaintiff's hiring:* Plaintiff Begazo, a 53-year-old woman, was employed by
8 defendants for almost two months, starting in March of 2015. She was hired as the
9 director of human resources.

10 9. *Plaintiff's job performance:* At all times, Begazo performed her job duties in
11 an exemplary manner.

12 10. *Plaintiff's protected status and activity:*

13 a. Plaintiff Begazo is 53 years old.

14 b. Plaintiff suffers from leukemia, of which she informed defendants.

15 c. Plaintiff complained about defendants' discrimination against other employ-
16 ees on the bases of age, race and/or national origin, and disability.

17 d. Plaintiff also complained about defendants' illegal behavior.

18 11. *Defendants' adverse employment actions and behavior:*

19 a. In or around March 2015, Begazo became aware that many of defendants'
20 nonexempt employees were not receiving overtime pay, meal breaks, or rest breaks. The
21 majority of these nonexempt employees worked in maintenance, housekeeping, and as
22 kitchen servers. When Begazo notified defendant Pax Prentiss of this illegality, Prentiss
23 replied, "Don't worry about it; you have bigger things to worry about." Begazo also
24 discovered that defendants had a startling number of noncompliance issues, including
25 with training, licensure, physician contacts, missing I-9 forms, compensation, and
26 Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Begazo complained to
27 defendants about the noncompliance issues on multiple occasions, but no actions were
28 taken.

1 b. In or around March 2015, Mahoney and Pax Prentiss asked Begazo to find a
2 way to terminate the employment of three employees with medical issues. Begazo told
3 Mahoney and Pax Prentiss that terminating employees because of their medical issues
4 was illegal. Mahoney replied that she would fire anyone who was too slow, could not
5 “keep up”, and who did not fit in with the “new Passages.” Mahoney also informed
6 Begazo that she could fire employees who were over the age of forty and employees
7 with medical conditions because defendants were at will-employers.

8 c. During the year 2015, Mahoney informed Begazo on multiple occasions
9 that she did not like employees taking time off of work for medical reasons.

10 d. In or around the beginning of April, 2015, Begazo began working with
11 defendant Mahoney. On or around April 10, 2015, Mahoney was promoted to the
12 position COO despite the fact that she did not have any executive managerial experience.
13 After Mahoney was promoted, Begazo complained to her on multiple occasions about
14 defendants’ noncompliance issues regarding training, licensure, physician contacts,
15 missing I-forms, compensation and COBRA. Begazo also notified Mahoney that
16 defendants were not paying nonexempt employees for overtime and meal and rest
17 breaks. Mahoney ignored Begazo’s complaints. After Begazo complained to Mahoney,
18 Mahoney stopped speaking to her at work and started withholding employee information
19 from her. Mahoney also began classifying non-exempt employees as exempt employees
20 in order to avoid the obvious illegality.

21 e. In or around April of 2015, Mahoney fired a woman named C.J. Robinson.
22 When Begazo asked Mahoney why Robinson’s employment was terminated, Mahoney
23 replied that Robinson was “too slow,” “smelled foul,” and “can’t keep up because she
24 was too old.” That same month, Mahoney terminated two of defendants’ employees,
25 Debra Saunderson and Mark Bonelli. Both Saunderson and Bonelli were over the age of
26 50. When Begazo asked Mahoney why she had fired Bonelli, Mahoney responded, “He’s
27 old; I don’t think he’s ever going to keep up.” Begazo explained to Mahoney that it was
28 illegal to terminate employees because of their age. Mahoney responded that she could

1 do whatever she wanted because defendants were at will employers.

2 f. On or around April 1, 2015, defendants' program director, Kathryn Rives,
3 notified Begazo that she needed to go on medical leave for several days to recover from
4 a medical condition. When Begazo informed Mahoney that Rives needed to go on
5 medical leave, Mahoney replied, "You know what, she'll never work here. She'll never
6 work for me." Begazo explained the problem with firing an employee simply because
7 she took medical leave. Prentiss asked Mahoney, "Isn't there any way to fire her?"
8 Begazo replied, "No, she has medical issues, and we have a duty to work with her about
9 them." While Rives was in the hospital and on medical leave, Mahoney and Prentiss
10 sent her multiple e-mails berating her for not answering their phone calls or e-mails.
11 When Rives tried to defend herself, defendant Chris Prentiss scolded her and told her to
12 rethink her tone if she wanted to stay employed. Begazo told Chris Prentiss that he
13 should not contact an employee who was on leave, let alone harass her. Prentiss ignored
14 her recommendations.

15 g. On or around April 23, 2015, a male patient was found deceased in one of
16 defendants' patient rooms. That same day, Begazo was asked to go to the scene of the
17 incident. Upon arrival, Begazo met with Mahoney, defendants' program manager Kelly
18 Stephenson, and defendants' compliance assistant Bethany Buller. During the meeting,
19 Mahoney said that there was something odd about the death. There was a bag on the
20 patient's head and a trash can over his head, there were scratch marks on his face and
21 blood on the bed of the other patient in the room, and, although defendants initially
22 thought it was a suicide, it could have been a homicide. Moreover, the patient's
23 roommate inappropriately and insensitively took pictures of the deceased man and
24 posted them on social media. When Begazo asked Mahoney if she had revealed all of
25 this information to the detectives, Mahoney replied, "I don't want to say anything until
26 there's a medical report." Begazo also asked Mahoney if there was a protocol for
27 checking on patients and if any witness statements had been obtained from nurses
28 regarding the patient's death. Mahoney replied that there was no protocol and that no

1 witness statements had been obtained. Begazo reminded Mahoney that defendants were
2 required by law to report the death to the Department of Health, the Joint Commission,
3 and the liability carrier and that not doing so was illegal. Mahoney replied, "I don't
4 want you reporting any of it" and walked out of the office.

5 h. After the patient's death, Begazo reviewed defendants' employee files and
6 discovered that defendants had not provided mandatory training to the nurse on duty the
7 night of the death. When Begazo brought this information to Mahoney's attention,
8 Mahoney admitted that defendants did not have any formal or written procedures for
9 intake, detoxing and the monitoring of patients. Mahoney then instructed Begazo alter
10 the employee files and falsify information about the patient's death. Begazo said she
11 would not change the files because that would be illegal and that the files were going to
12 remain as they were on the date of the incident. Shortly thereafter, Mahoney stopped
13 talking to her, excluded her from employee-related meetings, and sent other employees
14 to continue projects she was working on.

15 i. Begazo suffers from leukemia, which makes her more prone to infection.
16 On or around April 30, 2015, she contracted an infection and developed a fever of 102
17 degrees, but went to work anyway for fear of retaliation. Begazo's doctor recommended
18 that she take one week off from work to recover from the infection and fever. On May 1,
19 2015, Begazo notified defendants HR Department and defendant Mahoney that she had
20 that she needed to take a three day leave of absence from work to recover from an
21 infection that she had contracted as a result of her leukemia. Upon learning about
22 Begazo's infection, Mahoney became visibly upset.

23 j. During her medical leave of absence, Mahoney contacted Begazo on
24 multiple occasions with work-related questions, in addition to requiring Begazo to
25 respond to all work-related emails and telephone calls from staff members.

26 k. On or around May 3, 2015, Pax Prentiss and Mahoney met with defendants
27 Human Resources staff and notified them that they would be terminating Begazo's
28 employment because she was out of work for medical reasons. Pax Prentiss and

1 Mahoney also offered Begazo's position to Rosanna Renteria, a Human Resources
2 Generalist in Begazo's department.

3 1. On May 6, 2015, Begazo returned from her medical leave of absence.

4 12. *Defendants' termination of plaintiff's employment:* On May 6, 2015, the same
5 day that Begazo returned from her leave of absence, Prentiss and Mahoney called
6 Begazo into the office, and informed her that they had to let her go. When Begazo asked
7 why her employment was being terminated, Prentiss replied, "You're no longer a fit, but
8 your skills and experience are excellent."

9 13. *Economic damages:* As a consequence of defendants' conduct, plaintiff has
10 suffered and will suffer harm, including lost past and future income and employment
11 benefits, damage to her career, and lost wages, overtime, unpaid expenses, and penalties,
12 as well as interest on unpaid wages at the legal rate from and after each payday on which
13 those wages should have been paid, in a sum to be proven at trial.

14 14. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff
15 has suffered and will suffer psychological and emotional distress, humiliation, and men-
16 tal and physical pain and anguish, in a sum to be proven at trial.

17 15. *Attorneys' fees:* Plaintiff has incurred and continues to incur legal expenses and
18 attorneys' fees.

19 16. *Exhaustion of administrative remedies:* Prior to filing this action, plaintiff
20 exhausted her administrative remedies by filing a timely administrative complaint with
21 the Department of Fair Employment and Housing ("DFEH") and receiving a DFEH
22 right-to-sue letter.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of FEHA (Government Code § 12900,**
3 ***et seq.*) (Retaliation for Complaining of Age**
4 **Discrimination Against Others)—Against**
5 **Defendants Silver Strand, Grasshopper and Does 1**
6 **to 100, Inclusive)**

7 17. The allegations set forth in paragraphs 1 through 17 are re-alleged and incorpo-
8 rated herein by reference.

9 18. Plaintiff's complaints about discrimination against other employees on the basis
10 of age and/or other characteristics protected by FEHA, Government Code section 12900,
11 *et seq.*, were motivating factors in defendants' decision to terminate plaintiff's employ-
12 ment, not to retain, hire, or otherwise employ plaintiff in any position, and/or to take
13 other adverse job actions against plaintiff.

14 19. Defendants' conduct, as alleged, violated FEHA, Government Code section
15 12900, *et seq.*, and defendants committed unlawful employment practices, including by
16 the following, separate bases for liability:

17 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
18 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
19 plaintiff's complaints about discrimination against other employees on the basis of age
20 and/or other protected characteristics, in violation of Government Code section 12940(a);

21 b. Harassing plaintiff and/or creating a hostile work environment, in whole or
22 in part on the basis of plaintiff's complaints about discrimination against other employ-
23 ees on the basis of age and/or other protected characteristics, in violation of Government
24 Code section 12940(j);

25 c. Failing to take all reasonable steps to prevent discrimination, harassment,
26 and retaliation based on age, in violation of Government Code section 12940(k);

27 d. Retaliating against plaintiff for seeking to protect other persons' rights guar-
28 anteed under FEHA and/or opposing defendants' failure to provide such rights, including

1 the right to be free of discrimination, in violation of Government Code section 12940(h).

2 20. As a proximate result of defendants' willful, knowing, and intentional retalia-
3 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
4 earnings and other employment benefits.

5 21. As a proximate result of defendants' willful, knowing, and intentional retalia-
6 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
7 distress, and physical and mental pain and anguish, all to her damage in a sum according
8 to proof.

9 22. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
10 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
11 able attorneys' fees and costs (including expert costs) in an amount according to proof.

12
13 **SECOND CAUSE OF ACTION**

14 **(Violation of FEHA (Government Code § 12900,**
15 ***et seq.*) (Retaliation for Complaining of Disability**
16 **and/or Medical Condition Discrimination Against**
17 **Others)—Against Defendants Silver Strand,**
18 **Grasshopper and Does 1 to 100, Inclusive)**

19 23. The allegations set forth in paragraphs 1 through 30 are re-alleged and incorpo-
20 rated herein by reference.

21 24. Plaintiff's complaints about discrimination against other employees on the basis
22 of any actual, perceived, history of disability, medical condition, and/or other
23 characteristics protected by FEHA, Government Code section 12900, *et seq.*, were
24 motivating factors in defendants' decision to terminate plaintiff's employment, not to
25 retain, hire, or otherwise employ plaintiff in any position, to refuse to accommodate
26 plaintiff, to refuse to engage in the interactive process, and/or to take other adverse job
27 actions against plaintiff.

28 25. Defendants' conduct, as alleged, violated FEHA, Government Code section

1 12900, *et seq.*, and defendants committed unlawful employment practices, including by
2 the following, separate bases for liability:

3 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
4 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
5 plaintiff's complaints about discrimination against other employees on the basis of any
6 actual, perceived, and/or history of physical disability and/or other protected characteris-
7 tics, in violation of Government Code section 12940(a);

8 b. Failing to accommodate plaintiff's complaints about discrimination against
9 other employees on the basis of any actual, perceived, and/or history of physical disabili-
10 ty, in violation of Government Code section 12940(m);

11 c. Harassing plaintiff and/or creating a hostile work environment, in whole or
12 in part on the basis of plaintiff's complaints about discrimination against other employ-
13 ees on the basis of any actual, perceived, and/or history of physical disability and/or
14 other protected characteristics, in violation of Government Code section 12940(j);

15 d. Failing to take all reasonable steps to prevent discrimination, harassment,
16 and retaliation based on actual, perceived, and/or history of disability, in violation of
17 Government Code section 12940(k);

18 e. Retaliating against plaintiff for seeking to protect others' rights guaranteed
19 under FEHA and/or opposing defendants' failure to provide such rights, including rights
20 of reasonable accommodation, rights of interactive process, leave rights, and/or the right
21 to be free of discrimination, in violation of Government Code section 12940(h);

22 f. Failing to provide plaintiff with requisite statutory leave, violating notice
23 and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking
24 leave, in violation of Government Code section 12945.2.

25 26. As a proximate result of defendants' willful, knowing, and intentional retalia-
26 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
27 earnings and other employment benefits.

28 27. As a proximate result of defendants' willful, knowing, and intentional retalia-

1 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
2 distress, and physical and mental pain and anguish, all to her damage in a sum according
3 to proof.

4 28. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
5 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
6 able attorneys' fees and costs (including expert costs) in an amount according to proof.

7
8
9 **THIRD CAUSE OF ACTION**
10 **(Violation of FEHA (Government Code § 12900,**
11 ***et seq.*) (Disability and/or Medical Condition**
12 **Discrimination)—Against Defendants Silver Strand,**
13 **Grasshopper, and Does 1 to 100, Inclusive)**

14 29. The allegations set forth in paragraphs 1 through 62 are re-alleged and incorpo-
15 rated herein by reference.

16 30. Plaintiff's actual, perceived, history of disability, medical condition, and/or other
17 characteristics protected by FEHA, Government Code section 12900, *et seq.*, were
18 motivating factors in defendants' decision to terminate plaintiff's employment, not to
19 retain, hire, or otherwise employ plaintiff in any position, to refuse to accommodate
20 plaintiff, to refuse to engage in the interactive process, and/or to take other adverse job
21 actions against plaintiff.

22 31. Defendants' conduct, as alleged, violated FEHA, Government Code section
23 12900, *et seq.*, and defendants committed unlawful employment practices, including by
24 the following, separate bases for liability:

25 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
26 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
27 plaintiff's actual, perceived, and/or history of physical disability and/or other protected
28 characteristics, in violation of Government Code section 12940(a);

1 b. Failing to accommodate plaintiff's actual, perceived, history of physical
2 disability, and/or medical condition in violation of Government Code section 12940(m);

3 c. Failing to engage in a timely, good faith interactive process to determine
4 reasonable accommodation, in violation of Government Code section 12940(n);

5 d. Failing to take all reasonable steps to prevent discrimination, harassment,
6 and retaliation based on actual, perceived, history of physical disability, and/or medical
7 condition in violation of Government Code section 12940(k);

8 e. Retaliating against plaintiff for seeking to exercise rights guaranteed under
9 FEHA and/or opposing defendants' failure to provide such rights, including rights of
10 reasonable accommodation, rights of interactive process, leave rights, and/or the right to
11 be free of discrimination, in violation of Government Code section 12940(h);

12 f. Failing to provide plaintiff with requisite statutory leave, violating notice
13 and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking
14 leave, in violation of Government Code section 12945.2.

15 32. As a proximate result of defendants' willful, knowing, and intentional discrimi-
16 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses
17 of earnings and other employment benefits.

18 33. As a proximate result of defendants' willful, knowing, and intentional discrimi-
19 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-
20 tional distress, and physical and mental pain and anguish, all to her damage in a sum
21 according to proof.

22 34. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
23 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
24 able attorneys' fees and costs (including expert costs) in an amount according to proof.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of FEHA (Government Code § 12900,**
3 ***et seq.*) (Retaliation for Complaining of Disability**
4 **and/or Medical Condition Discrimination)—Against**
5 **Defendants Silver Strand, Grasshopper and Does 1 to**
6 **100, Inclusive)**

7 35. The allegations set forth in paragraphs 1 through 75 are re-alleged and incorpo-
8 rated herein by reference.

9 36. Plaintiff's actual, perceived, history of disability, medical condition and/or
10 other characteristics protected by FEHA, Government Code section 12900, *et seq.*, were
11 motivating factors in defendants' decision to terminate plaintiff's employment, not to
12 retain, hire, or otherwise employ plaintiff in any position, to refuse to accommodate
13 plaintiff, to refuse to engage in the interactive process, and/or to take other adverse job
14 actions against plaintiff.

15 37. Defendants' conduct, as alleged, violated FEHA, Government Code section
16 12900, *et seq.*, and defendants committed unlawful employment practices, including by
17 the following, separate bases for liability:

18 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ,
19 and/or otherwise discriminating against plaintiff, in whole or in part on the basis of
20 plaintiff's actual, perceived, and/or history of physical disability and/or other protected
21 characteristics, in violation of Government Code section 12940(a);

22 b. Failing to accommodate plaintiff's actual, perceived, and/or history of
23 physical disability, in violation of Government Code section 12940(m);

24 c. Failing to engage in a timely, good faith interactive process to determine
25 reasonable accommodation, in violation of Government Code section 12940(n);

26 d. Harassing plaintiff and/or creating a hostile work environment, in whole or
27 in part on the basis of plaintiff's actual, perceived, and/or history of physical disability
28 and/or other protected characteristics, in violation of Government Code section 12940(j);

1 e. Failing to take all reasonable steps to prevent discrimination, harassment,
2 and retaliation based on actual, perceived, and/or history of disability, in violation of
3 Government Code section 12940(k);

4 f. Retaliating against plaintiff for seeking to exercise rights guaranteed under
5 FEHA and/or opposing defendants' failure to provide such rights, including rights of
6 reasonable accommodation, rights of interactive process, leave rights, and/or the right to
7 be free of discrimination, in violation of Government Code section 12940(h);

8 g. Failing to provide plaintiff with requisite statutory leave, violating notice
9 and/or other procedural requisites of leave, and/or retaliating against plaintiff for taking
10 leave, in violation of Government Code section 12945.2.

11 38. As a proximate result of defendants' willful, knowing, and intentional retalia-
12 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
13 earnings and other employment benefits.

14 39. As a proximate result of defendants' willful, knowing, and intentional retalia-
15 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
16 distress, and physical and mental pain and anguish, all to her damage in a sum according
17 to proof.

18 40. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
19 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
20 able attorneys' fees and costs (including expert costs) in an amount according to proof.

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1 **FIFTH CAUSE OF ACTION**

2 **(Wrongful Termination of Employment in Violation**
3 **of Public Policy (Labor Code § 1102.5; FEHA,**
4 **Government Code § 12900, *et seq.*)—Against**
5 **Defendants Passages, Silver Strand, Grasshopper**
6 **and Does 1 to 100, Inclusive)**

7 41. The allegations set forth in paragraphs 1 through 95 are re-alleged and incorpo-
8 rated herein by reference.

9 42. Defendants terminated plaintiff's employment in violation of various
10 fundamental public policies underlying both state and federal laws. Specifically,
11 plaintiff's employment was constructively terminated in part because of her protected
12 status (*i.e.*, medical condition, and/or disability, and/or CFRA leave). These actions
13 were in violation of FEHA, the California Constitution, and California Labor Code
14 section 1102.5.

15 43. As a proximate result of defendants' wrongful termination of plaintiff's
16 employment in violation of fundamental public policies, plaintiff has suffered and
17 continues to suffer humiliation, emotional distress, and mental and physical pain and
18 anguish, all to her damage in a sum according to proof.

19 44. As a result of defendants' wrongful termination of plaintiff's employment,
20 plaintiff has suffered general and special damages in sums according to proof.

21 45. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
22 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, plaintiff is enti-
23 tled to recover reasonable attorneys' fees and costs in an amount according to proof.

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1 **PRAYER**


2 WHEREFORE, plaintiff, Cynthia Begazo, prays for judgment against defendants as
3 follows:

- 4 1. For general and special damages according to proof;
5 2. For exemplary damages, according to proof;
6 3. For pre-judgment and post-judgment interest on all damages awarded;
7 4. For reasonable attorneys' fees;
8 5. For costs of suit incurred;
9 6. For such other and further relief as the Court may deem just and proper.

10
11 ADDITIONALLY, plaintiff, Cynthia Begazo, demands trial of this matter by jury.
12 The amount demanded exceeds \$25,000.00 (Government Code § 72055).

13
14 Dated: March 3, 2017

SHEGERIAN & ASSOCIATES, INC.

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16 By: 
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