

FILED

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Telephone:
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Attorney for Plaintiff:

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO – CIVIL DIVISION

an Individual

Plaintiff,

vs.

, a California Corporation;
an individual and DOES 1-25

inclusive

Defendant(s).

) CASE NO.:

) JUDGE:

) DEP. No.:

) UNLIMITED JURISDICTION

) COMPLAINT FOR:

) 1. SEXUAL HARASSMENT

) 2. RETALIATION

) 3. NEGLIGENT HIRING AND/OR
RETENTION

Plaintiff

hereby complains and alleges as follows:

GENERAL AND PRELIMINARY ALLEGATIONS

1. Plaintiff (“Plaintiff” or “”) is, and at all times mentioned was, an Individual entitled to protection under the Fair Employment and Housing Act, Government Code, Section §12940(j) and a resident of the County of San Bernardino, State of California.

2. Defendant (“Defendant” or “”) is, a California corporation, doing business in the County of San Bernardino, State of California. Further, at all times relevant to this action, this Defendant was a Private Employer and subject to suit under the Fair Employment and Housing

1 Act, Government Code, Section §12900, et seq., in that it constitutes Plaintiff's potential
2 employer and regularly employed five or more employees.

3 3. Defendant ("Defendant" or " is, an individual,
4 doing business in the County of San Bernardino, State of California.

5 4. Plaintiff does not know the true names and capacities of the Defendants sued
6 herein as DOES 1 through 25, and therefore sues these defendants by such fictitious names.
7 Plaintiff will seek leave to amend this complaint to allege their true names and capacities when
8 ascertained.

9 5. At all times Plaintiff was a prospective employee under the Fair Employment and
10 Housing Act and she should have been free of sexual harassment as a condition of employment
11 and protected from Retaliatory conduct.

12 **FIRST CAUSE OF ACTION**
13 **(Sexual Harassment Plaintiff, Against All Defendants)**

14 6. Plaintiff hereby refers to and incorporates Paragraphs 1 through 5 of the General
15 and Preliminary allegations though fully set forth herein.

16 7. On or about July 28, 2015 Plaintiff met Defendant,
17 (hereinafter DEFENDANT, while Plaintiff was performing her duties as part of her
18 part time job. As part of those duties, plaintiff draw blood from Defendant, which
19 was apparently required as a part of a examination for some type of insurance which Defendant,
20 was applying for. At that time and place, Defendant told Plaintiff that
21 he was impressed with her technique and her person. Defendant also inquired if
22 Plaintiff had a resume and asked her if she was interested in a better job, better pay and benefits.
23 At the same time, he volunteered to Plaintiff that he was the hiring individual for Defendant,
24 (hereinafter DEFENDANT, " R
25 ") and that he could get her that better job, better pay and
26 benefits which Plaintiff told him she didn't currently had. Defendant, solicited that
27 Plaintiff apply for a job with his employer Co-Defendant, L
28

1 CENTER. DEFENDANT, told Plaintiff that he would hire her as soon as the first job
2 opened.

3 8. Considering the offer and excited about a better paying job and benefits, Plaintiff
4 promptly updated her resume and on July 29, 2015, she submitted it to Defendant W
5 upon his request. Plaintiff's Resume contained her personal information such as her cellular
6 number, e-mail and her address. To her surprise, Defendant, immediately replied to
7 Plaintiff by calling her to her cell phone. Plaintiff assumed that there was a job available for her
8 since Defendant contacted her right away. During that initial phone call, Defendant
9 reassured Plaintiff that the next job opening in the Company would be hers and
10 repeated several times that he was impressed with Plaintiff, her resume and her skills. At this
11 point, Plaintiff was under the impression that Defendant, was interested in her actual
12 employment skills and nothing else, so she formed no negative thoughts of Defendant,
13 s over emphasized compliments.

14 9. From the date of the submission of her resume to the Defendants, Plaintiff
15 received several unsolicited text messages from Defendant These messages were
16 from Defendant, s personal cellular phone and not from a company's land line. In
17 his messages, Defendant, was not referencing any prospective employment
18 opportunity but instead, he was occupying Plaintiff's time with personal greetings to Plaintiff on
19 a daily basis and making personal comments about her person. At this point, Plaintiff
20 commenced to feel uncomfortable and found it odd that a potential employer would take the time
21 to greet her and make conversation of a personal nature since they barely knew each other and
22 her interest was not of personal nature but only to get a better job, better pay and benefits which
23 she much needed. The messages from Defendant, were daily and some times several
24 times during a given day. Plaintiff felt highly uncomfortable with this Defendant's actions but
25 was hopeful that she will get the job which he had promised and that this conduct will not
26 escalate any further.

27 10. Only a few days after, namely on August 3, 2015, Defendant s
28 conduct indeed escalated, and he took the liberty to ask Plaintiff out for dinner and drinks.

1 Plaintiff kindly declined Defendant's dinner invitation. However, Defendant
2 not realizing that Plaintiff had no romantic interest in him, did not stop trying pursue
3 Plaintiff romantically. Throughout this time, as Plaintiff declined Defendant's
4 romantic advances on various occasions, Plaintiff began feeling very uncomfortable and anxious
5 with Defendant's behavior, since Plaintiff trusted Defendant's
6 assurances of giving her a full time job position.

7 11. On August 17, 2015, Defendant informed Plaintiff of a job opening
8 and solicited that Plaintiff submitted an application online immediately. Plaintiff promptly
9 submitted said application with hope and excitement; she waited for a sign of her hiring. As
10 Plaintiff hoped for receiving a full time position that included great benefits. Plaintiff was called
11 for what she believed was an interview with Defendant and attended it on August 27,
12 2015.

13 12. The very next morning after that interview, Defendant's romantic
14 pursuit of Plaintiff escalated to sexual harassment when Defendant texted Plaintiff
15 saying that he, "had a hard time asking [her] questions with looking into those blue eyes of
16 [hers]." Without a doubt, Defendant's intention was to receive a similar reply from
17 Plaintiff but instead, Plaintiff was in shock and did not reply.

18 13. Unfortunately, Defendant's sexual advances towards Plaintiff did not
19 stop. On or about September 4, 2015, Defendant went so far as to sending Plaintiff
20 an explicit photo of himself unclothed and in the bathtub along with a thread of unwelcome and
21 unwanted explicit text messages such as, "I had some real erotic dreams of you" and similar
22 language. In complete shock of these messages received from her potential employer, Plaintiff
23 did not respond to Defendant's inappropriate text messages.

24 14. When Plaintiff did not participate on Defendant's sexual advances, this
25 Defendant, Defendant changed his attitude towards Plaintiff in that Defendant,
26 notified Plaintiff that he could not longer guarantee the job position for which
27 Plaintiff had applied. For the first time, Defendant told Plaintiff that he received more applicants
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1 than expected and informed Plaintiff that he can no longer guarantee her a job position only as a
2 pretext that she did not fall for his sexual advances.

3 15. Plaintiff felt embarrassed and humiliated that the only reason why she was going
4 to be hired at Defendant's, , was because of her body and not for
5 the medical skills she possessed. Defendant knowingly and with conscious denied
6 Plaintiff's employment for not participating in his various sexual advancements.

7 16. It was clear that the pretext used by Defendant not to hire Plaintiff
8 was a retaliatory action as Plaintiff did not participate in the inappropriate suggestive conduct
9 and messages with this Defendant which evidently was quid pro quo condition for employment
10 with these Defendants. At all times, Defendant, guaranteed and claimed that he had
11 the authority from Defendant, to hire individuals as
12 Plaintiff and apparently they were well aware of his methods of hiring and failed to protect
13 individuals such as Plaintiff from sexual harassment and retaliatory conduct at the hands of their
14 Agent, DEFENDANT,

15 17. After Plaintiff's denial of employment by defendant Plaintiff timely
16 filed her complaint with the Department of Fair Employment and Housing. Plaintiff obtained her
17 Right-to-Sue Letter on October 14, 2015, attached hereto as Exhibit "A". Therefore, Plaintiff
18 has exhausted her administrative remedies and timely brings this Complaint.

19 18. As a result of the conduct of these DEFENDANTS, Plaintiff has suffered
20 humiliation, embarrassment in believing that she can only get a better paying job and benefits if
21 she agrees to participate in sexual exchange for those benefits. Plaintiff has suffered general
22 damages resulting from the actions she was submitted to at the hands of DEFENDANT,
23 supported by his employer, whom failed
24 to protect Plaintiff from sexual harassment and retaliation. Plaintiff also suffered special
25 damages in the amount over \$25,000.00 in the form of loss on the promised income and benefits
26 which she would have obtained had she agree to provide sexual favors to DEFENDANT,
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28 19. As such, Plaintiff prays for a Judgment against these defendants in an amount to

1 exceed \$25,000.00 for costs of the suit, legal fees as provided under Government Code, for
2 punitive damages as provided by law and for any other damages as the Court deems it
3 appropriate under the facts of this case.

4 **SECOND CAUSE OF ACTION**

5 (Retaliation, against Defendant

6 20. Plaintiff hereby refers to and incorporates Paragraphs 1 through 5 of the General
7 and Preliminary allegations and Paragraphs 6 through 19 of the First Cause of Action as though
8 fully set forth herein.

9 21. Commencing on or about July 28, 2015, Plaintiff was subjected to inappropriate
10 sexual harassment at the hands of Defendant, as plead in the preceding cause of
11 action. Plaintiff refused to participate in such sexual exchange as a condition for a better job,
12 better pay and benefits and as a result of her refusal to participate in such sexual conduct, she
13 was denied employment for which otherwise she was qualified and she was promised she would
14 be hired for.

15 22. As a result of her position and refusal to participate in sexual exchange, Plaintiff
16 was not hired resulting in the loss of income and benefits to exceed \$25,000 and she has also
17 suffered humiliation, embarrassment and self-stem resulting from the inappropriate actions
18 requested as quid pro quo.

19 23. As such, Plaintiff prays for a Judgment against these defendants in an amount to
20 exceed \$25,000.00 for costs of the suit, legal fees as provided under Government Code, for
21 punitive damages as provided by law and for any other damages as the Court deems it
22 appropriate under the facts of this case.

23 **THIRD CAUSE OF ACTION**

24 (Negligent Hiring and/or Retention, against Defendant,

25)

26 24. Plaintiff hereby refers to and incorporates Paragraphs 1 through 5 of the General
27 and Preliminary allegations and Paragraphs 6 through 23 of the First and Second Causes of
28 Action as though fully set forth herein.

25. While it is unclear how long Defendant, [REDACTED] had worked for Defendant, [REDACTED] at the time in which he came in contact with Plaintiff [REDACTED] but Defendant, [REDACTED] told Plaintiff that he was the Agent in-charged of the hiring for his employer, Co-Defendant, [REDACTED] leading her to believe that he had been employed for Defendant, [REDACTED] for a long period of time. Defendant, [REDACTED] either failed to investigate Defendant, [REDACTED] before it hired him to be in-charged of the hiring of female employees or it failed to supervise him while he performed his duties for, Defendant, [REDACTED] Y resulting in his inappropriate conduct towards Plaintiff as plead in the preceding causes of action.

26. Defendant, _____ is unfit to do the job which Defendant, _____ R
_____ has delegated on him in that, said position enables Defendant,
_____ to harm and cause several types of injuries in the form of requests and demands for
sexual favors from prospective female employees similarly situated as Plaintiff. Since this
Defendant was probably employed by Defendant, _____ and
they should have known or had a reason to know that Defendant, _____ was incompetent
or unfit to do his job in a safe manner as to not to cause injury to any prospective employee.

27. Defendant, _____, either condoned Defendant, _____
conduct or failed to use reasonable care to discover his ability to cause injury as that
which has been described in this lawsuit and as such, Defendant, _____ L
is and should be found liable to Plaintiff for its failure to protect her from actions as
those complained herein.

28. As such, Plaintiff prays for a Judgment against these defendants in an amount to exceed \$25,000.00 for general and special damages as they may be proven at the time of costs of the suit, legal fees as may be provided by law, and for any other relief as the Court deems it appropriate under the facts of this case

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1 WHEREFORE, Plaintiffs prays for judgment as follows:

2 AS TO THE FIRST AND SECOND CAUSES OF ACTION:

- 3 1. For general damages according to proof at the time of trial;
4 2. For special damages according to proof at the time of trial;
5 3. For costs of the suit;
6 4. For punitive and exemplary damages in the amount of no less than \$150,000.00;
7 5. For legal fees as provide under Government Code, and
8 6. For such other and further relief as the court may deem proper.

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10 AS TO ALL CAUSES OF ACTION

- 11 1. For a Judgment in the amount to exceed \$25,000.00 in the form of general and
12 special damages suffered by Plaintiff;
13 2. For costs of the suit;
14 3. For reasonable legal fees;
15 4. For such other and further relief as the court may deem proper.

16 DATED: January 26, 2016

LAW OFFICE OF

17
18 By: _____

Esq.

19 Attorney for Plaintiff,
20
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22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a trial by jury.

24 DATED: January 26, 2016

LAW OFFICE OF

25
26 By: _____

27 Attorney for Plaintiff,
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