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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 9 **FOR THE COUNTY OF LOS ANGELES**

11 JAIME HOFFMAN, an individual,
 12
 13 Plaintiff,

14 vs.

15 OCCIDENTAL COLLEGE, a California
 Corporation, JONATHAN VEITCH, an
 16 individual, DOES 1 through 200, inclusive,
 17 Defendants.

Case No. BC722878

**PLAINTIFF'S SECOND AMENDED
 COMPLAINT FOR DAMAGES**

1. **DISCRIMINATION ON THE BASIS OF GENDER/SEXUAL ORIENTATION IN VIOLATION OF THE FEHA;**
2. **HARASSMENT ON THE BASIS OF GENDER/SEXUAL ORIENTATION IN VIOLATION OF THE FEHA;**
3. **VIOLATION OF CALIFORNIA FAIR PAY ACT, LABOR CODE SECTION 1197.5;**
4. **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE §§ 1102.5 and 6310;**
5. **DISCRIMINATION ON THE BASIS OF MEDICAL CONDITION/ DISABILITY IN VIOLATION OF THE FEHA;**
6. **FAILURE TO ACCOMMODATE DISABILITY IN VIOLATION OF THE FEHA;**
7. **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF THE FEHA;**
8. **VIOLATION OF THE CFRA, INCLUDING INTERFERENCE AND RETALIATION;**
9. **HARASSMENT ON THE BASIS OF DISABILITY IN VIOLATION OF THE FEHA;**
10. **RETALIATION FOR OPPOSING**

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- PRACTICES FORBIDDEN BY THE FEHA;**
- 11. FAILURE TO PREVENT, INVESTIGATE, AND REMEDY DISCRIMINATION, HARASSMENT, OR RETALIATION IN VIOLATION OF THE FEHA;**
 - 12. AIDING, ABETTING, INCITING, COMPELLING, OR COERCING ACTS FORBIDDEN BY THE FEHA;**
 - 13. NEGLIGENT RETENTION AND SUPERVISION;**
 - 14. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS;**
 - 15. NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS; and**
 - 16. WRONGFUL TERMINATION**

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. Occidental College (“OCCIDENTAL,” “the College” or “Oxy”), a liberal arts college
3 known for the progressive ideology of its famous former student, President Obama, boasts of
4 “equity” as one of the four “cornerstones” of its mission – describing it as

5 Respect for and the practice of justice, fairness and integrity—the belief that
6 no attribute such as race, ethnicity, gender, religion, socioeconomic status, sexual
7 orientation, age or physical ability should impair anyone’s access to or enjoyment
8 of any feature of Occidental College. Thus equity necessarily entails welcoming
9 the presence of all forms of diversity into the pursuit of excellence.

10 Sadly, the College does not live this value. As the facts below demonstrate, the College’s true
11 tradition is one of silencing outspoken women who use their voices to make the school a safer place,
12 and one of integrity. Plaintiff Jaime Hoffman (“PLAINTIFF”) is one of those women.

13 2. As the only female administrator inherited by the administration led by the College’s
14 current President Jonathan Veitch (“VEITCH”), PLAINTIFF consistently spoke up on behalf of
15 gender equity, student-athlete safety, and regulation compliance in the College’s Division III
16 Athletics department. In the fall of 2017, when PLAINTIFF, as Athletic Director, endeavored to
17 ensure the safety of the school’s football student athletes, she was viciously attacked by students and
18 parents with a hostility directed at her because of her gender and sexual orientation. After many
19 years of turning a blind eye to the gender discrimination and sexual assault problems on campus,
20 VEITCH leaped at the opportunity to sideline and silence PLAINTIFF. Rather than demanding
21 respect for PLAINTIFF, he further emboldened a population known for its gender-based hostility,
22 and encouraged their harassing behavior, never once making any effort to uphold the values
23 OCCIDENTAL gives lip service to as its purported mission. Despite the College’s wrongful
24 conduct, PLAINTIFF exhausted every possible avenue of protecting herself so that she could return
25 to the workplace that she had loved and the career she had devoted her life to building, only to realize
26 that VEITCH and OCCIDENTAL would never allow her to return after she had the audacity to use
27 her voice to stand up for herself and others. As a result, PLAINTIFF brings this lawsuit seeking
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1 accountability and a return to “equity” instead of allowing the College to impair those, like
2 PLAINTIFF, from access to and enjoyment of OCCIDENTAL’s benefits.

3 PLAINTIFF brings this action as an individual against OCCIDENTAL, VEITCH, Chris
4 Calkins (“CALKINS”), Susan Mallory (“MALLORY”), and Does 3 through 200, inclusive.
5 OCCIDENTAL, VEITCH, and Does 3 through 200 are referred to collectively as “EMPLOYER
6 DEFENDANTS.” CALKINS and MALLORY are referred to collectively as “TRUSTEE
7 DEFENDANTS”). PLAINTIFF complains and alleges as follows on the basis of personal
8 knowledge and/or information and belief:

9 **JURISDICTION AND VENUE**

10 3. The Superior Court of the State of California has jurisdiction over this action pursuant
11 to California Constitution Article VI, section 10, which grants the Superior Court “original
12 jurisdiction in all cases except those given by statute to other trial courts.”

13 4. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California. Moreover, upon information and belief, at least
15 one of EMPLOYER DEFENDANTS and TRUSTEE DEFENDANTS is a citizen of California, the
16 alleged illegal acts and wrongful termination occurred in California, and significant relief is being
17 sought against EMPLOYER DEFENDANTS and TRUSTEE DEFENDANTS whose violations of
18 California employment laws form a significant basis for PLAINTIFF’s claims. Further, no federal
19 question is at issue because the claims are based solely on California law and at least one
20 EMPLOYER DEFENDANT and/or TRUSTEE DEFENDANT is a resident of, and/or regularly
21 conducts business in the State of California, as well as its principal place of business, is located
22 within California.

23 5. Venue is proper in this judicial district and the County of Los Angeles, California
24 because PLAINTIFF is a resident in the County of Los Angeles, PLAINTIFF performed work for
25 EMPLOYER DEFENDANTS in the County of Los Angeles, EMPLOYER DEFENDANTS and
26 TRUSTEE DEFENDANTS maintain offices and facilities and transact business in the County of
27 Los Angeles, and EMPLOYER DEFENDANTS and TRUSTEE DEFENDANTS’ illegal acts, which
28 are the subject of this action, occurred in the County of Los Angeles. Thus, a substantial portion of

1 the transactions and occurrences related to this action occurred in this county. Cal. Civ. Proc. Code
2 § 395. In addition, venue is proper pursuant to California Government Code section 12965(b)
3 because OCCIDENTAL employed PLAINTIFF in Los Angeles County.

4 **PARTIES**

5 6. PLAINTIFF is an individual who is, and at all times herein mentioned was, a resident
6 of Los Angeles County, California.

7 7. OCCIDENTAL is, and at all times mentioned in this Second Amended Complaint
8 was, a California corporation authorized to conduct and conducting business in Los Angeles County,
9 California. OCCIDENTAL's place of business, where the following causes of action took place,
10 was and is in the County of Los Angeles, at 1600 Campus Road, Los Angeles, California. At all
11 relevant times herein, OCCIDENTAL employed PLAINTIFF, within the meaning of California
12 Government Code section 12926(d). Accordingly, this lawsuit is properly venued in the Los Angeles
13 County Superior Court pursuant to Government Code section 12965(b) and California Code of Civil
14 Procedure section 395.

15 8. PLAINTIFF is informed and believes that VEITCH is, and at all times mentioned
16 herein was, employed by OCCIDENTAL as President of Occidental College. At all times known to
17 PLAINTIFF, VEITCH was a resident of the County of Los Angeles.

18 9. PLAINTIFF is informed and believes that CALKINS was, at times relevant to this
19 action, the Chairperson of OCCIDENTAL'S Board of Trustees. At all times known to PLAINTIFF,
20 CALKINS was a resident of the County of Los Angeles.

21 10. PLAINTIFF is informed and believes that MALLORY was, at times relevant to this
22 action, the Chairperson of OCCIDENTAL'S Board of Trustees, having assumed that role after
23 CALKINS. At all times known to PLAINTIFF, MALLORY was a resident of the County of Los
24 Angeles.

25 11. The true names and capacities of DOES 3 through 200, inclusive ("DOES"), are
26 unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under
27 fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
28 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and

1 that PLAINTIFF's injuries and damages, as alleged herein, were proximately caused by the conduct
2 of such DOE Defendants. Among other things, PLAINTIFF is currently unaware of the nature and
3 scope of suspected acts or omissions of individuals and/or entities who engaged in the illegal acts
4 described herein and/or who acted or should have acted in an oversight capacity to prevent the illegal
5 behavior at issue in this action. PLAINTIFF will seek leave of the court to amend this complaint to
6 allege the true names and capacities of such DOE Defendants when ascertained.

7 12. At all relevant times herein, OCCIDENTAL employed PLAINTIFF, within the
8 meaning of California Government Code section 12926(d).

9 13. OCCIDENTAL, VEITCH, and DOES were responsible for the events and damages
10 alleged herein, including on the following bases: (a) they committed the acts alleged; and (b) at all
11 relevant times, one or more of them was the agent or employee, and/or acted under the control or
12 supervision of, one or more of the others and, in committing the acts alleged, acted within the course
13 and scope of such agency and employment and/or is or are otherwise liable for PLAINTIFF's
14 damages.

15 14. CALKINS and MALLORY compelled, coerced, aided, and/or abetted the
16 discrimination and retaliation alleged in this Second Amended Complaint, which conduct is
17 prohibited under California Government Code section 12940(i).

18 15. As a direct and proximate result of the unlawful actions of EMPLOYER
19 DEFENDANTS and TRUSTEE DEFENDANTS, PLAINTIFF has suffered, and continues to suffer,
20 from loss of earnings and other damages in amounts as yet unascertained, but subject to proof at trial,
21 and within the jurisdiction of this Court.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 **PLAINTIFF's Employment:**

24 16. OCCIDENTAL hired PLAINTIFF on July 1, 2005 as its Head Women's Basketball
25 Coach and Senior Woman Administrator. After much success in that role, including in recruiting,
26 PLAINTIFF was asked to serve as interim Athletic Director in the spring of 2007, and was appointed
27 permanent Athletic Director six months later by VEITCH's female predecessor.

28 17. According to Women Leaders' in College Sports, an organization that tracks hiring

1 trends in the industry, as Athletic Director at Oxy, PLAINTIFF was one of only 269 female athletic
2 directors of the 1,101 athletic directors at NCAA-governed schools (about 24%).

3 18. PLAINTIFF was the last Associate Vice President level administrative officer among
4 the President's direct reports who was not appointed by VEITCH. Notably, nine of VEITCH's
5 female direct reports resigned over the past seven years, many of whom were replaced by men.

6 19. Under PLAINTIFF's leadership, Oxy Athletics flourished despite lack of sufficient
7 funding and support from the College, which VEITCH has repeatedly referred to (including in Oxy
8 publications) as "benign neglect." Student athlete retention and graduate rates have exceeded those
9 for non-athletes, student athletes have excelled in the classroom and on the field alike, earning team
10 conference championships and individual athlete recognition as nationally ranked players and
11 qualifiers, All-Americans, Newcomers and Athletes of the Year.

12 20. During her tenure, PLAINTIFF also made vast contributions to Oxy's fundraising,
13 playing a role in obtaining four 7-figure gifts in one year, and working to triple donations from Oxy's
14 "Tiger Club" – a group of donors dedicated to support athletic fundraising.

15 **PLAINTIFF's Protected Status:**

16 21. PLAINTIFF is a homosexual woman with a disability who complained of unlawful
17 actions by EMPLOYER DEFENDANTS. PLAINTIFF is therefore protected by the FEHA, and is
18 entitled to its guarantees of full and equal access to employment. *See* Cal. Gov't Code § 12926.

19 **PLAINTIFF's Protected Status and Activity:**

20 ***PLAINTIFF Devoted Herself to Increasing Oxy's Title IX Compliance.***

21 22. Part of PLAINTIFF's role as Athletic Director was to increase compliance with Title
22 IX, 20 U.S.C. §§ 1681-1688. To that end, she raised funds to provide facilities for sports used by
23 both genders, and added programs to provide more opportunities for the college's female student
24 athletes (golf and lacrosse), particularly since women comprise 57% of Oxy's student body.

25 23. PLAINTIFF created a 10-year Title IX/Equity plan to enable equity in opportunity
26 and quality of treatment for both female and male Oxy student athletes as required by Title IX.

27 24. Despite PLAINTIFF's efforts, VEITCH made Title IX compliance a low priority. He
28 did not provide necessary support or resources to PLAINTIFF to implement the 10-year plan. In

1 fact, Oxy's former Title IX Compliance Officer resigned after continual frustrations in getting
2 VEITCH to pay attention to critical Title IX compliance issues. VEITCH was so inattentive to Title
3 IX that he would not even attend scheduled meetings to discuss the topic.

4 ***PLAINTIFF Sought to Avoid Misrepresentations to Donors.***

5 25. Due to her position in fundraising for the Athletics Department, PLAINTIFF
6 observed statements VEITCH made to Oxy's donors, including Tiger Club donors, regarding how
7 donations would be used. PLAINTIFF admonished VEITCH for making false statements to donors
8 that their donations would be used for a particular funding need, when the donations were not used
9 in that manner, without informing the donor of the change. PLAINTIFF repeatedly requested that
10 VEITCH, for the sake of Oxy's credibility, either keep the promises or inform donors of the change.
11 VEITCH refused to do so, despite the adverse effect this would have on Oxy's and PLAINTIFF's
12 reputation.

13 ***PLAINTIFF Insisted on NCAA Compliance, Even When It Was Unpopular.***

14 26. PLAINTIFF took seriously her obligation to ensure that alleged NCAA violations
15 were quickly reported and investigated. PLAINTIFF reasonably believed that NCAA violations
16 amounted to violations of state or federal statute, or noncompliance with local, state, or federal rule
17 or regulation. In 2012, after Oxy's 30-year veteran football coach Dale Widolff repeatedly put Oxy
18 at risk by committing NCAA violations, he was finally suspended for two games and his tenured
19 contract was changed to an at-will contract. The next year, Widolff engaged in a blatant major
20 NCAA recruiting violation which resulted in the football program being placed on probation by the
21 NCAA for two years. PLAINTIFF, VEITCH, and the Board of Trustees agreed that Widolff's
22 contract would be terminated, as any further failure to follow NCAA rules could result in the College
23 losing its ability to play *any* NCAA sports, which would affect a much larger portion of the student
24 body than just the football players. Although it was a joint decision, VEITCH portrayed the decision
25 as PLAINTIFF's, consciously scapegoating PLAINTIFF and subjecting her to abuse from the
26 football community, while protecting Widolff.

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1 **EMPLOYER DEFENDANTS and TRUSTEE DEFENDANTS'**

2 **Adverse Employment Actions and Behavior:**

3 *A Hostile Work Environment Was Allowed To Thrive at OCCIDENTAL.*

4 27. In the wake of the termination of Widolff, who was beloved by the Oxy football
5 community, EMPLOYER DEFENDANTS did nothing to stop the backlash against PLAINTIFF.
6 For weeks, Oxy allowed harassing comments regarding PLAINTIFF's gender and sexuality to
7 remain on its web site, including the sexist and homophobic slurs "dyke," "bitch," and "witch." A
8 representative email that PLAINTIFF received from an alumnus said that she "made him sick."
9 Recognizing this overt hostility towards PLAINTIFF, a faculty professor acting on behalf of the Oxy
10 Sociology Department wrote a letter to VEITCH asking, "Why are you allowing this woman to be
11 vilified?"

12 28. PLAINTIFF also directly complained to VEITCH about the harassment. VEITCH
13 did not take appropriate action to have the comments immediately removed. Rather than investigate
14 this behavior or otherwise support PLAINTIFF, VEITCH dismissed PLAINTIFF's complaints of
15 sexist and homophobic harassment following Widolff's termination, snapping at her, "C'mon Jaime,
16 let's not Monday morning quarterback."

17 29. In April 2013, PLAINTIFF emailed VEITCH and Richard Ledwin, then Director of
18 Human Resources, to "express [her] concern over hateful, sexist, homophobic and harassing
19 comments on Occidental sponsored sites" which "led to a hostile work environment for [her]."
20 VEITCH did not respond with any concern for his legal obligation to provide a harassment-free
21 workplace for PLAINTIFF. Nor did he acknowledge OCCIDENTAL's ability to control the content
22 of web sites it sponsored, including Facebook. Instead, he stated that there were free speech issues
23 involved. VEITCH did nothing in response to PLAINTIFF's complaints – he did not investigate or
24 otherwise take any action to promptly correct the hostile work environment PLAINTIFF continued
25 to face. As a result, the hostile environment remained throughout Plaintiff's tenure at Occidental.

26 30. Later that year, OCCIDENTAL's Chief Financial Officer Amos Himmelstein told
27 David Schwanke, Head of Facilities, that campus designer Justin Adamson was "turning [Oxy] into
28 a faggot campus." Schwanke reported the comment to PLAINTIFF, who in turn reported it to

1 VEITCH. Dismissing PLAINTIFF’s complaint without taking any action whatsoever, VEITCH
2 responded, “Amos would never say that.” Himmelstein ensured Adamson was fired shortly
3 thereafter.

4 ***VEITCH Pinned Oxy’s Failing Football Program on PLAINTIFF.***

5 31. Following Widolff’s termination, despite PLAINTIFF’s best efforts to deal with the
6 lingering effects of the administration’s “benign neglect,” the football program faltered, particularly
7 with recruiting. When school started in 2017, only 47 players reported for training camp.
8 PLAINTIFF requested a business meeting with VEITCH, then-acting General Counsel Rachel
9 Cronin, Football Coach Rob Cushman, Head Athletic Trainer Joe Gonzalez and Associate Vice
10 President of Marketing and Communications Marty Sharkey to discuss the football roster size and
11 the very real possibility that they may have to cancel a game for safety reasons. At that time,
12 VEITCH refused to make any necessary leadership decisions regarding the football team and
13 student-athlete safety.

14 32. Within a few days after the team’s first game on September 9, 2017, which they lost
15 61-6 and in which multiple injuries occurred, only 36 eligible players remained. The next game’s
16 opponent had a roster of 117 players, making it wholly unsafe for Oxy’s student athletes to play. As
17 directed, PLAINTIFF contacted three former football coach Athletic Directors she trusted, who all
18 concurred that the game should be canceled. As a result, VEITCH, Cronin, Gonzalez, Cushman, and
19 PLAINTIFF collectively and unanimously decided to cancel the upcoming September 16, 2017
20 football game.

21 33. Recognizing that the decision would be unpopular with the football community,
22 VEITCH decided that PLAINTIFF would read a statement to the football team regarding the
23 cancelation. Knowing, as VEITCH also did, that the football community had already harassed
24 PLAINTIFF in the aftermath of Widolff’s termination, and still had not forgiven her, PLAINTIFF
25 asked the Administration to participate in the messaging and have top officials accompany her to the
26 meeting so that it would be clear the decision was made by the College, and not solely by her.

27 34. VEITCH refused PLAINTIFF’s request, knowing that the football community would
28 use the cancelation as an excuse to persecute PLAINTIFF as it had done following Widolff’s

1 termination. VEITCH also refused to attend the meeting, even though he could have done so.
2 Instead, referencing the past (unwarranted) public criticism of PLAINTIFF as having an “anti-male
3 bias,” and the anticipated uproar this would cause, VEITCH joked, “I can see it now: Female AD
4 cancels football game.” VEITCH sent PLAINTIFF to deliver the unpopular decision to the football
5 players while he sat in his office, drinking cocktails with his assistants.

6 35. Making matters worse, VEITCH had known, since at least 2013, that PLAINTIFF
7 had undergone a traumatic experience in her childhood that was triggered by participating in Title
8 IX sexual assault issues. Despite this knowledge, he still sent PLAINTIFF into a room full of
9 individuals known for their aggressive, anti-female attitudes, who already blamed her for the football
10 program’s problems, to deliver bad news.

11 36. In fact, Rhonda Brown, the College’s Chief Diversity Officer, within days of the
12 incident, referred to the reputation of the football team as being rapists, putting the emphasis on
13 helping to correct the impression rather than protect PLAINTIFF from aggressive and hostile
14 behavior. The reputation, however, had been earned, as the highest rates of sexual assault on campus
15 occurred at the football house. For example, in 2013, a woman came staggering out of the football
16 house having been drugged and raped, and yet the administration did not see fit to call it a safety
17 threat – even though that same day, it had issued a warning of a safety threat based on a stolen wallet.
18 At that time, VEITCH criticized faculty members who challenged this decision, accusing them of
19 trying to make the College look bad by drawing attention to this very serious threat to the safety of
20 women on campus.

21 37. This followed a long-standing pattern and practice of OCCIDENTAL refusing to take
22 violence against women on campus seriously. VEITCH himself consistently refused to take Title IX
23 complaints seriously, causing the College’s Title IX Coordinator to resign in frustration. In 2012,
24 the Occidental Sexual Assault Coalition (“OSAC”) was created by students and faculty who were
25 tired of the administration’s lack of action in response to multiple student complaints of sexual
26 assault and the administration’s failure to respond to calls from students and faculty to implement
27 policies targeted to reduce sexual assault on campus, including sexual assaults committed at the
28 unofficial football fraternity house. Board of Trustees members were made aware of these concerns

1 and also ignored them.

2 38. To the contrary, the administration actively fostered aggressive behavior by football
3 players in an attempt to silence women who raised concerns about violence against women on
4 campus. For example, in response to the formation of OSAC, OCCIDENTAL's former General
5 Counsel Carl Botterud brought together the football players to sympathize with them, telling them
6 that a lot of what he did in his day would now be called sexual assault. He instigated the football
7 players to demean and harass faculty who were concerned about sexual assault, highlighting specific
8 female faculty members, and saying "Fuck 'em!" Football players then did follow around one of
9 these female faculty members in a threatening manner. At the time, despite knowing these facts,
10 OCCIDENTAL nonetheless determined that the work environment was not hostile to women.

11 ***PLAINTIFF Was Harassed and Berated While***

12 ***OCCIDENTAL's Leaders Did Nothing to Stop It***

13 39. On September 14, 2017, as directed by VEITCH, PLAINTIFF addressed the football
14 team regarding the decision to cancel the September 16, 2017 football game. PLAINTIFF was
15 accompanied by coaches, Gonzalez, and two administrative personnel selected to attend with her.
16 When reading the prepared statement, the players interrupted PLAINTIFF and immediately began
17 swearing at her, aggressively mocking her words and deriding her, making statements such as: "This
18 is bullshit!" "What do *you* know about football!?" "Oh, now you're a math major?!" "Are you the
19 CEO of the Department? – Then you need to apologize!" "That is a joke response, Jaime!" "You're
20 a joke!" PLAINTIFF was the victim of extreme and unrelenting verbal abuse from over half of the
21 active players for approximately 40 minutes, while none of the other adults in the room, including
22 the coaches and administrative personnel, intervened or put a stop to the behavior.

23 40. As VEITCH knew they would, the players felt emboldened to speak to PLAINTIFF
24 in this manner and make these comments because of her gender. They were voicing a longstanding
25 stereotype (and misconception) that, because women do not play football, they are not able to manage
26 it, a common hurdle faced by female athletic directors. *See, e.g., Penn State AD Sandy Barbour,*
27 *Pittsburgh Post-Gazette, October 7, 2017.*

28 41. Immediately after this meeting, PLAINTIFF met with VEITCH, Sharky, Vice

1 President of Student Affairs Rob Flot, and Chief Diversity Officer Rhonda Brown. PLAINTIFF had
2 also called her female partner to join her, to assist with the shock and trauma she was experiencing
3 given the abuse that had just been heaped on her. Flot, who was present at the meeting, characterized
4 it as like “Lord of the Flies,” and “mob-like,” and Brown, who was also there, said that PLAINTIFF
5 “was a stronger woman than [she]” for handling it. Gonzalez, when later making a complaint about
6 it, said that “these questions and comments [from the players during the meeting] were voiced with
7 hostility and aggression.”

8 42. Later, Cushman told PLAINTIFF that he cried after the meeting because he had never
9 seen anything like that. He offered his resignation for not intervening. Flot emailed PLAINTIFF
10 that evening, saying “I’m sorry that many of the players treated you in the manner they did. You
11 did a very good job conveying what was important, and, in refraining from getting into debates with
12 the players – which I do not think would have been useful.... You did a good job...You took the
13 high road this evening, and I deeply admire and respect you for that.”

14 43. The night of the meeting, when PLAINTIFF headed home to relieve her babysitter,
15 men in an SUV drove by her house near OCCIDENTAL’s campus and yelled “Cunt!” PLAINTIFF’s
16 partner and babysitter both heard the verbal attack. Given the increasingly hostile and threatening
17 nature of the football players that night, PLAINTIFF evacuated her family to a family member’s
18 home more than 30 miles away due to concern for her family’s safety. PLAINTIFF immediately
19 reported the incident to the administration and campus security, but no action was taken by
20 OCCIDENTAL. This stands in stark contrast to the security solutions offered to VEITCH a few
21 years earlier when he was concerned about some on-campus peaceful protestors, as the College had
22 paid for VEITCH to stay at a five-star resort to avoid them. OCCIDENTAL did not attempt to
23 investigate the matter or try to locate or preserve security camera videos that could have identified
24 the culprit of the verbal attack.

25 44. The next day, September 15, 2017, PLAINTIFF called a staff meeting and shared the
26 rationale for canceling the game and detailed the players’ inappropriate response. Immediately
27 afterwards, Gonzalez came to PLAINTIFF’s office and tearfully said, “You’re one of the strongest
28 women I’ve ever met...I can’t even look at you because I’m so ashamed. I wouldn’t blame you if

1 you never talked to me again.” Even though PLAINTIFF was still traumatized by the events, she
2 accepted Gonzalez’s apology.

3 45. In an administrative leadership meeting later that day, in which VEITCH and a Board
4 of Trustees liaison was present, Flot and Cushman also acknowledged the football players’ hostility
5 toward PLAINTIFF and their failure to do anything to stop it. Cushman even admitted, “Let’s be
6 honest, if we had 85 players, 20 would be suspended for that conduct.” In a subsequent email to the
7 Oxy football community, Cushman admitted that the players “became loud, disrespectful and
8 included foul language,” and that he “regretfully failed to step up and calm the situation in a timely
9 fashion.” Despite these admissions, and senior leadership’s awareness of them, OCCIDENTAL did
10 nothing to investigate or discipline the student conduct.

11 46. That same day, September 15, 2017, Associate Athletic Director and Head Men’s
12 Basketball Coach Brian Newhall noticed the hostility directed towards PLAINTIFF as he walked
13 through campus with her, saying that it was a “[v]ery very sad day when you have to feel
14 uncomfortable walking through campus,” and that the walk with her “shook [him] to the core” and
15 made him “sick to his stomach.” He also noted the lack of support from the administration, stating
16 that he “[w]ish[ed] administration had supported you more visibly, publicly and in person as you
17 were doing the right thing.”

18 47. On September 16, 2017, PLAINTIFF, as the Athletic Director, addressed the team at
19 their practice, stating that their behavior was disgusting and did not fall within the standard of
20 behavior required to be an athlete at the College. OCCIDENTAL’s sportsmanship pledge states that
21 “any racial, sexist, or any other intimidating words or actions directed at players, coaches or officials
22 will not be tolerated.” During this meeting, the players noticeably responded differently to Cushman
23 than they did to PLAINTIFF, ignoring and defying PLAINTIFF while treating Cushman with
24 respect. One of the aggressors from the harassing incident responded “Yes, sir!” to Cushman but
25 stared at PLAINTIFF in an act of open defiance instead of answering when she had asked the same
26 question.

27 48. Later that same day, VEITCH met with parents of the football players. At the
28 meeting, the parents relentlessly yelled and demanded PLAINTIFF’s termination. Other than calling

1 PLAINTIFF on his way home to describe the parents unflatteringly as “Trumpers,” VEITCH took
2 no action to assist PLAINTIFF with the public harassment that he was allowing to fester. Not
3 surprisingly, the football community interpreted VEITCH’s conduct during those meetings and
4 thereafter as a show of support for their hate directed towards PLAINTIFF.

5 49. On September 26, 2017, VEITCH sent a letter to the football community confirming
6 his ongoing support and dedication to finding a way to ensure that the football program would
7 continue. Although an earlier draft of the letter stated that the inappropriate behavior of the football
8 players in the meeting with PLAINTIFF would be addressed, VEITCH removed that language. From
9 that point forward, VEITCH sidelined PLAINTIFF from her role as Athletic Director, making secret
10 decisions and removing her from situations where she should have been involved.

11 50. On September 27, 2017, PLAINTIFF requested that OCCIDENTAL issue a statement
12 in support of the reasoning behind canceling the football game, as a means of shielding her from the
13 hostility she was facing. Her request was denied.

14 51. On September 30, 2017, VEITCH again met with the football parents to assure them
15 of the College’s support. Again, the parents called for PLAINTIFF’s termination. Directly
16 referencing PLAINTIFF’s sexual orientation, they screamed, “If we were the LGBTQ organization,
17 you’d be listening to us.” VEITCH did not defend PLAINTIFF to the parents or otherwise address
18 their homophobic remarks; instead he allowed the verbal attacks on PLAINTIFF to continue
19 unchecked for approximately 90 minutes until one of PLAINTIFF’s subordinates, Newhall, stepped
20 in to defend PLAINTIFF.

21 52. On September 23, 2017, these same football parents had sent a hateful letter to the
22 Board of Trustees, in which they commented unnecessarily on the purported presence of
23 PLAINTIFF’s significant other, a woman, questioning her right to be at the meeting where the game
24 was canceled. The letter was widely distributed, both in hard copy and digital form. During this
25 time, posts on social media sites, including OCCIDENTAL’s Facebook page, reflected hostile words
26 directed towards PLAINTIFF.

27 53. On November 2, 2017, OCCIDENTAL issued a press release, citing VEITCH’s long
28 letter in support, which announced that “[a] multifaceted effort to rebuild Occidental's football

1 program is now underway in the wake of an earlier decision to cancel the last four games of the 2017
2 season due to a depleted roster and player safety concerns.” The effort included immediately
3 investing in the football program by hiring a new full-time assistant coach, a full-time athletics
4 recruiting coordinator, purchasing new player equipment, and extending the contract of Cushman
5 through the end of the 2019 academic year.

6 54. At no point did anyone at OCCIDENTAL indicate that it would hold accountable the
7 student athletes or their parents who had created a hostile environment for PLAINTIFF.

8 55. On November 30, 2017, continuing the pattern of extreme hostility towards women,
9 one rape and one sexual assault were reported as having occurred at the football fraternity house, as
10 reflected in the Occidental Campus Safety Incident Report. These events were assigned to a Title
11 IX investigation.

12 ***Although the College Received Multiple Complaints, Including from PLAINTIFF,***
13 ***of Gender-Based Harassment as a Result of the Incident, It Did Nothing.***

14 56. On or about September 15, 2017, Gonzalez contacted Flot to initiate a Student
15 Conduct report. Flot stated that he was unaware of a Student Conduct policy that would apply to the
16 situation. When Gonzalez referred to a specific on-point policy, Flot said he would look into it and
17 get back to him, but never did.

18 57. On September 18, 2017, as PLAINTIFF became aware that VEITCH and the College
19 intended to allow the hostility of the football student athletes and their parents to go unchecked,
20 PLAINTIFF initiated a Title IX complaint with Danica Myers, the College’s Title IX Coordinator at
21 the time. PLAINTIFF is informed and believes that three other top administrators also alerted Myers
22 to the potential for a Title IX complaint to result from the events of the meeting.

23 58. On September 20, 2017, Newhall emailed Myers following an anti-harassment
24 presentation she had given, stating that PLAINTIFF had been mistreated at the meeting with the
25 football team and “no one from the college has stepped up to support her.” He went on to observe:

26 “To a certain degree this behavior is not new. [PLAINTIFF] has been called a ‘cunt,’
27 ‘dyke,’ ‘bitch,’ and countless other things. She is attacked on Facebook, Twitter, e-
28 mail, and phone calls. This does not count the more subtle forms of intimidation:

1 glares, eyes rolling etc. It all adds up and makes it an IMPOSSIBLE PLACE TO
2 WORK. The college has either ‘frozen’ all together like the VPs did in this most recent
3 case or been extremely slow to react/respond. Neither is acceptable.”

4 59. PLAINTIFF is unaware of any official response to Newhall’s complaint. Instead,
5 OCCIDENTAL’s Human Resources department investigated PLAINTIFF after hearing rumors that
6 she used a swear word when meeting with the football players.

7 60. On September 25, 2017, PLAINTIFF directly challenged VEITCH’s handling of the
8 situation, asking why no formal investigation had been done of the football players, while an
9 investigation of her was being conducted, asking what he intended to do about the harassing parents,
10 and noting that he had excluded her from important decisions that she, as Athletic Director, should
11 have been involved with.

12 61. On or about mid-October 2017, PLAINTIFF learned that a Title IX complaint had
13 been filed by the football team, which, as reported by the *Occidental Weekly*, “alleg[ed] that Director
14 of Athletics [PLAINTIFF] and the department of athletics hold an ardent anti-male bias that has
15 compromised the football team and its players’ reputation.”

16 62. On October 9, 2017, VEITCH stated to PLAINTIFF in an email that “he does not
17 tolerate sexism and homophobia.” However, nothing was done to ensure that the hostility was
18 corrected.

19 63. On or about October 31, 2017, having heard nothing from Flot regarding a Student
20 Conduct investigation, and knowing that a deadline for doing so was impending, Gonzalez filed an
21 official Student Conduct complaint regarding the harassment of PLAINTIFF he personally witnessed
22 at the September 14, 2017 football meeting. Gonzalez was informed by Tom Wesley, Assistant
23 Director of Student Conduct and Housing Services, that “the information was insufficient to
24 substantiate a likely policy violation for individual students involved in your report. Given that no
25 individual would be charged, the Code precludes the organization (the team) to be charged if an
26 individual is also not charged.” PLAINTIFF was not interviewed as part of any Student Conduct
27 investigation. In fact, it appears that no Student Conduct investigation was conducted at all.

28 64. On or about October 23, 2017, PLAINTIFF was interviewed as part of the

1 investigation directed by OCCIDENTAL. During the interview, the assigned investigator could not
2 articulate the scope of her investigation, suggesting only that she was there to interrogate
3 PLAINTIFF about the student athletes' complaint and none of PLAINTIFF's concerns.

4 ***PLAINTIFF Suffered Severe Emotional Distress As A Result of the Hostile Work Environment***
5 ***And OCCIDENTAL's Ongoing Failure To Correct It.***

6 65. The cumulative effect of the unmitigated sexist and homophobic harassment directed
7 at PLAINTIFF took its toll. Believing that her career had been irreparably damaged, and feeling
8 triggered by the College's absolute failure to protect her from an unhinged group of angry and
9 aggressive young men, she experienced extreme emotional distress which required intensive
10 treatment and medication. PLAINTIFF's work environment had become so hostile that she could
11 no longer safely work in her position, requiring her to take a leave of absence from her job.

12 66. While PLAINTIFF was out on leave, she continued to receive communications from
13 VEITCH and angry parents regarding the situation.

14 67. During PLAINTIFF's leave of absence, over the course of October 2017 - January
15 2018, the College, under VEITCH's direction, created a Task Force for the purpose of determining
16 the future of the football program. Members of the football community were overrepresented on the
17 Task Force, and relied on conclusions from a group that included a football alumnus who had
18 previously emailed PLAINTIFF for the sole purpose of telling her "you make me sick to my
19 stomach." During the Task Force's deliberations, they ignored key facts regarding Title IX
20 compliance, the ongoing and uncorrected harassment by the football student athletes and their
21 parents, and critical NCAA compliance issues. As the College did in its past dealing with former
22 coach Mr. Widolff, it once again chose to elevate football needs over its legal duty to provide a
23 campus free from harassment. It elected to retain OCCIDENTAL's football program, full well
24 understanding the serious safety and legal risks it was undertaking.

25 68. As part of a continuing pattern and practice of ignoring Title IX and NCAA violations
26 in favor of retaining an unsuccessful and unsafe football program, OCCIDENTAL has lowered its
27 admissions standards to attract more football players, it has set football-specific fundraising goals
28 that raise serious Title IX concerns, and it has jeopardized the College's ability to comply with

1 NCAA rules.

2 69. In fact, OCCIDENTAL has gone so far in supporting its beleaguered football program
3 that it specifically fundraised for financial aid for prospective football players, a practice explicitly
4 prohibited by NCAA Rules for Division III schools. PLAINTIFF had previously blown the whistle
5 on this violation, by alerting then-General Counsel and the Office of Institutional Advancement of
6 the flagrant violation of NCAA Bylaw 15.01.3, Institutional Financial Aid, which provides that “a
7 member institution shall not award financial aid to any student on the basis of athletics leadership,
8 ability, participation or performance.”

9 70. In April 2018, the College announced that that it had met the criteria required to retain
10 the football program. It issued communications congratulating the Task Force on its work in reviving
11 the football program and showing unreserved support for the return of the football team, including
12 the players who had attacked PLAINTIFF in September 2017.

13 ***PLAINTIFF Attempted To Return To Work, But OCCIDENTAL***
14 ***Refused To Provide Accommodations For Her Disability.***

15 71. Following PLAINTIFF’s release to return to work by her doctors, she expected to
16 return to her position on July 16, 2018. Despite her doctors’ concerns that she would be stepping
17 back into an uncured hostile work environment, PLAINTIFF had worked diligently with her doctors
18 to identify reasonable accommodations that would enable her to perform the key aspects of her job
19 while containing the known threats posed by the football community.

20 72. On July 9, 2018, a week before PLAINTIFF was scheduled to return to work,
21 VEITCH issued a community-wide email stating that Flot would begin overseeing the Athletics
22 department, and would begin a search for an Interim Athletic Director. Previously, PLAINTIFF had
23 reported directly to VEITCH, and had been responsible for the oversight duties Flot was given.

24 73. On July 13, 2018, PLAINTIFF submitted a doctor’s note stating that she was cleared
25 to return to work with specific accommodations, which included: (1) a flexible in-office schedule to
26 accommodate health related appointments; (2) installation of a “panic button” at her desk prior to the
27 start of the football practice season; (3) delegation to an Assistant Athletic Director the responsibility
28 for handling in-person interactions with football student athletes and members of the football

1 community; (4) to be accompanied by a senior administrative staff member at administrative
2 meetings; and (5) a security escort to and from her home (approximately five minutes from campus)
3 to campus for her and her family to attend football games.

4 74. On July 16, 2018, Director of Human Resources Danita Maxwell provided
5 PLAINTIFF with a form to be filled out by her physician prior to her return to work. Among other
6 things, the form impermissibly asked PLAINTIFF to describe the nature and severity of her
7 impairment.

8 75. On July 16, 2018, PLAINTIFF was told that she could not return to work because she
9 needed to have a meeting with Flot before she could do so, and he was on vacation. Flot had minimal
10 knowledge of the Athletics department or of the nature or scope of PLAINTIFF's job duties.

11 76. On July 23, 2018, PLAINTIFF met with Flot, Human Resources Manager of Benefits
12 and Compensation Karen Salce, and Maxwell. Newhall, who had acted as the Interim Athletic
13 Director during PLAINTIFF's leave of absence, also attended at PLAINTIFF's request. During this
14 meeting, PLAINTIFF was grilled as to why she needed the various accommodations she had
15 requested and Flot repeatedly stated that he was not comfortable with them. The meeting seemed
16 designed to create roadblocks to prevent PLAINTIFF from returning to work, rather than finding
17 solutions to any practical issues. PLAINTIFF spent over an hour providing information about the
18 nature and scope of her requests, including pointing out that she intended to delegate the
19 responsibility of appearing at certain meetings or functions with known hostile members of the
20 football community to one of her subordinates who would already be attending them – a subordinate
21 who had recently received an assistant to help with his workload. After the meeting, Newhall stated
22 that the requests all seemed reasonable and easily implemented.

23 77. PLAINTIFF was told she could not return to her job that day, even though the
24 unresolved requested accommodations were not required until school started. PLAINTIFF's request
25 to work from home was denied. In fact, PLAINTIFF was not even allowed to stay at Oxy long
26 enough to eat the cake that her co-workers had arranged for her as part of her much-anticipated return
27 to work.

28 78. Over the next few weeks, Maxwell continuously asked PLAINTIFF for more

1 information, including documentation that was redundant to the information already provided by
2 PLAINTIFF in the July 23 meeting. Maxwell also consistently misrepresented facts that
3 PLAINTIFF had provided to her, both during the meeting and in subsequent emails. PLAINTIFF
4 promptly replied to these requests, correcting the seemingly deliberate misunderstandings and each
5 time asking whether the College would grant her request or propose an alternative accommodation.

6 79. During the time that PLAINTIFF was prohibited from returning to work by
7 OCCIDENTAL, Flot was meeting with the Athletics department staff. These meetings seemed
8 designed for Flot, a Vice President, to take over the responsibilities PLAINTIFF had been handling
9 in her role as Athletics Director. PLAINTIFF had previously suggested that, given the wide range
10 of responsibilities and interactions with multiple constituencies at OCCIDENTAL, the Athletic
11 Director position was more appropriately characterized as a Vice President or senior cabinet level
12 position. VEITCH refused to consider implementing this suggestion from PLAINTIFF, but
13 apparently had no problem doing so for Flot, a man. In fact, PLAINTIFF is informed and believes
14 that, since her unlawful termination, OCCIDENTAL has reclassified many responsibilities of the
15 Athletics Director position as belonging to a “Vice President” role, recognizing the similar cross-
16 departmental responsibilities between the Vice President for Student Affairs role that Flot occupied
17 (and continues to occupy) and the Athletics Director role Plaintiff occupied. Despite the substantially
18 similar work, OCCIDENTAL consistently paid PLAINTIFF at a lower rate than Flot.

19 ***Bypassing the Interactive Process, Occidental Terminated PLAINTIFF Via Telephone and***
20 ***Immediately Sent a Campus-wide Email Announcing Her Departure.***

21 80. On August 17, 2018, via telephone, Salce and Maxwell unilaterally informed
22 PLAINTIFF that Oxy would not grant her remaining accommodations requests, that she would be
23 replaced in her position, she would no longer be paid, her benefits would expire within two weeks,
24 and that she would need to make arrangements to leave her campus housing within 60 days. When
25 PLAINTIFF asked who made this decision, Maxwell stated that VEITCH was responsible for
26 making the decision.

27 81. Following this conversation, Salce sent PLAINTIFF a letter confirming the
28 conversation and stating that PLAINTIFF’s requested accommodations were unreasonable. The

1 letter further stated that aspects of dealing with the known hostile football community face-to-face
2 was an essential function of PLAINTIFF's job, which she could not delegate. OCCIDENTAL did
3 not address the fact that PLAINTIFF's job description acknowledges that appointing liaisons for
4 student athlete services and community relations was within her discretion, and that PLAINTIFF had
5 previously delegated similar duties to multiple other members of the Athletics department staff. No
6 alternate accommodations were offered.

7 82. Within an hour, Flot sent an email to the entire Oxy community (including faculty,
8 staff, student and administration listservs) announcing that PLAINTIFF would not return in her role
9 as Athletic Director. PLAINTIFF was not given the opportunity to explore other potential
10 accommodations to return her to her position before OCCIDENTAL announced that she no longer
11 held her job.

12 83. At the time this decision was made, approximately 47 football players remained on
13 the roster to play football when school started – only a handful more than the number of players on
14 the roster when the September 2017 game needed to be canceled for safety reasons. Those football
15 players made up less than ten percent of the entire body of approximately 500 student athletes at the
16 College. Similarly, football parent and alumni donors were responsible for approximately ten
17 percent of donations to the Athletic department before the Board decided to adopt the Task Force's
18 recommendation to disproportionately focus on fundraising for football. The football staff was
19 allocated additional staffing despite being the largest in the Athletics department, comprised of nine
20 employees when other sports typically employ less than half as many coaches and coordinators. An
21 additional trainer was also an added resource to support football, a newly-hired assistant for
22 Gonzalez, the person to whom PLAINTIFF proposed delegating some of her face-to-face
23 interactions with football community members.

24 84. Following the school-wide announcement on August 17, 2018 that PLAINTIFF
25 would not return as Athletic Director, several outspoken female faculty members challenged the
26 decision, including asking whether PLAINTIFF had been solely and unfairly blamed for the football
27 team's failures, as well as why PLAINTIFF could not have been given a longer leave of absence
28 consistent with the College's usual practice.

1 85. On August 28, 2018, PLAINTIFF was contacted by Sue Bethanis, a member of the
2 Tiger Club Board, allegedly at the behest of VEITCH. Bethanis told PLAINTIFF that, when asked
3 why PLAINTIFF had not been provided with the relatively easy accommodations she had requested,
4 VEITCH responded that he could not do so because PLAINTIFF had involved lawyers. In December
5 2017, OCCIDENTAL had become aware that PLAINTIFF had engaged attorneys in relation to her
6 employment and the hostile work environment that had been created by the football community, with
7 VEITCH's blessing. OCCIDENTAL was also aware that PLAINTIFF sought reinstatement to her
8 position as Athletic Director, and wanted the College to support her in doing so.

9 86. Following PLAINTIFF's termination, multiple Oxy female coaches quit (one
10 initiating a Title IX complaint regarding sexual harassment as she was leaving) without alternative
11 employment in place rather than remain in the sexist and hostile OCCIDENTAL Athletic department
12 work environment allowed to fester under VEITCH's reign. Only three female coaches remain.

13 87. In this hostile environment, OCCIDENTAL athletics continue to be plagued by
14 homophobic and discriminatory harassment which belie the College's equity mission statement. On
15 September 10, 2018, a Whittier college student athlete complained on Twitter that he was called a
16 "faggot" by an emboldened Oxy fan while competing on the OCCIDENTAL campus.

17 ***TRUSTEE DEFENDANTS Aided and Abetted EMPLOYER DEFENDANTS' Discrimination***
18 ***and Retaliation Against PLAINTIFF***

19 88. OCCIDENTAL'S Bylaws state that the Board of Trustees are responsible for: (i)
20 "Formulat[ing] general policies for the attainment of the purposes of the College;" (ii) "Appoint[ing]
21 the President of the College and, upon recommendation of the President, the Vice President of the
22 College and the tenured members of the faculty of the College;" (iii) "Award[ing] degrees and
23 confer[ing] such other honors as may be appropriate;" (iv) "Preserv[ing], develop[ing], and
24 enhanc[ing] the financial resources and property of the College;" (v) "Review[ing] and evaluat[ing]
25 on a regular basis the various aspects and programs of the College; and (vi) "Promot[ing] broader
26 and better understanding of the College and of higher education in society at large."

27 89. OCCIDENTAL'S Bylaws do not grant members of its Board of Trustees with any
28 authority over, or responsibility for, the day-to-day activities of OCCIDENTAL employees,

1 including OCCIDENTAL'S Athletics Director. In fact, Maxwell, OCCIDENTAL'S former Director
2 of Human Resources, testified that PLAINTIFF, in her capacity as Athletics Director, did not report
3 to the Board of Trustees.

4 90. Notwithstanding this, after PLAINTIFF commenced her leave of absence in
5 September 2017, TRUSTEE DEFENDANTS took steps to ensure that she would not return to her
6 position at OCCIDENTAL, providing substantial assistance and encouragement to EMPLOYER
7 DEFENDANT'S discrimination and retaliation against PLAINTIFF.

8 91. By way of example, in November 2017, just 1.5 months into PLAINTIFF'S protected
9 leave of absence, CALKINS requested confidential personnel information concerning
10 PLAINTIFF'S performance at OCCIDENTAL. The purpose of CALKINS' request was to have
11 EMPLOYER DEFENDANTS belatedly (and falsely) paper PLAINTIFF'S file with critiques
12 regarding her work, as pretext for denying PLAINTIFF'S return to work and/or terminating her
13 employment at OCCIDENTAL. Additionally, CALKINS provided substantial assistance and
14 encouragement to EMPLOYER DEFENDANTS to hold meetings pertaining to OCCIDENTAL'S
15 Athletics Department, including the football program, without PLAINTIFF, as a way of scapegoating
16 PLAINTIFF and fueling the false perception that PLAINTIFF harbored an anti-male bias.
17 CALKINS, at the time a member of OCCIDENTAL'S Board of Trustees, had no authority over, or
18 responsibility for making personnel decisions—particularly for OCCIDENTAL'S Athletics
19 Director. Thus, CALKINS acted outside the scope of any agency he may have had with
20 OCCIDENTAL, as a member of its Board of Trustees. Further, OCCIDENTAL'S former Director
21 of Human Resources testified that CALKINS had not previously inserted himself in matters
22 pertaining to personnel activities, and that members of OCCIDENTAL'S Board of Trustees did not
23 normally have access to confidential personnel information, making clear CALKINS' unlawful
24 intent to aid and abet EMPLOYER DEFENDANTS' discriminatory and retaliatory treatment of
25 PLAINTIFF.

26 92. Similarly, MALLORY, a recipient of the October 4, 2017 Title IX Complaint lodged
27 by football players against PLAINTIFF for having a "anti-male bias," conspired with CALKINS and
28 others to further the harassment, discrimination, and/or retaliation against PLAINTIFF. Among

1 other things, MALLORY provided substantial assistance and encouragement to EMPLOYER
2 DEFENDANTS to hold meetings pertaining to OCCIDENTAL’S Athletics Department, including
3 the football program, without PLAINTIFF, as a way of scapegoating PLAINTIFF and fueling the
4 false perception that PLAINTIFF harbored an anti-male bias. MALLORY, at the time a member of
5 OCCIDENTAL’S Board of Trustees, was not responsible for, or involved in, making personnel
6 decisions—particularly for OCCIDENTAL’S Athletics Director—and had not previously inserted
7 herself in matters pertaining to personnel activities. Nor did MALLORY have authority over, or
8 responsibility for, OCCIDENTAL’S Athletics Department. Thus, MALLORY acted outside the
9 scope of any agency she may have had with OCCIDENTAL, as a member of its Board of Trustees,
10 as evidenced by the usage of her work email account with Northern Trust Corporation, which is not
11 affiliated with OCCIDENTAL. Moreover, MALLORY’S actions made clear her unlawful intent to
12 aid and abet EMPLOYER DEFENDANTS’ discriminatory, harassing, and retaliatory treatment of
13 PLAINTIFF.

14 93. Prior to the filing of this action, PLAINTIFF timely exhausted her administrative
15 remedies against DEFENDANTS, by timely filing an administrative complaint with the California
16 Department of Fair Employment and receiving an immediate right-to-sue on September 13, 2018.

FIRST CAUSE OF ACTION

Discrimination on the Basis of Gender/Sexual Orientation

(Violation of the FEHA, Cal. Govt. Code Sections 12940, *et seq.*)

(Against OCCIDENTAL)

21 94. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
22 every allegation set forth above.

23 95. It is unlawful for an employer to discriminate against an employee based on the
24 employee’s “race, religious creed, color, national origin, ancestry, physical disability, mental
25 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
26 expression, age, sexual orientation, or military and veteran status of any person” or to “discharge the
27 person from employment ... or to discriminate against the person in compensation or in terms,
28 conditions, or privileges of employment.” Cal. Gov’t Code § 12940(a).

1 96. California’s Fair Employment and Housing Act provides that “the opportunity to
2 seek, obtain, and hold employment without discrimination because of ... sex, gender, gender identity,
3 gender expression, ... sexual orientation . . . is hereby recognized as and declared to be a civil right.”
4 Cal. Gov’t Code § 12921(a).

5 97. The purpose of the FEHA is to protect and safeguard the right and opportunity of all
6 persons to seek, obtain, and hold employment without discrimination or abridgment on the account
7 of, *inter alia*, sex, gender, gender identity, gender expression, and/or sexual orientation. The FEHA
8 recognizes that the practice of denying employment opportunities and discriminating in terms of
9 employment substantially and adversely affects the interest of employees, employers, and the public
10 in general. *See* Cal. Gov’t Code § 12920.

11 98. Pursuant to California Government Code “sex” also includes, but is not limited to, a
12 person’s gender. “Gender” means sex, and includes a person’s gender identity and gender
13 expression. “Gender expression” means a person’s gender-related appearance and behavior whether
14 or not stereotypically associated with the person’s assigned sex at birth; “sexual orientation” means
15 heterosexuality, homosexuality, and bisexuality. *See* Cal. Gov’t Code § 12926(o),(r)(2),(s).

16 99. At all relevant times hereto, PLAINTIFF satisfactorily performed her duties and
17 responsibilities as expected by EMPLOYER DEFENDANTS.

18 100. PLAINTIFF’s sex, gender, gender identity, gender expression, and/or sexual
19 orientation and/or other characteristics protected by the FEHA were motivating factors in
20 EMPLOYER DEFENDANTS’ decision to terminate PLAINTIFF’s employment, not to retain, hire,
21 or otherwise employ PLAINTIFF in her position, to refuse to accommodate PLAINTIFF, to refuse
22 to engage in the interactive process, and/or to take other adverse job actions against PLAINTIFF.

23 101. At all relevant times herein, as described above, OCCIDENTAL knowingly
24 discriminated against PLAINTIFF and on the basis of PLAINTIFF’s sex, gender, gender identity,
25 gender expression, and/or sexual orientation and/or other characteristics by treating PLAINTIFF
26 differently because she was a woman, and by allowing PLAINTIFF to be chronically and
27 aggressively verbally abused by hostile anti-female and anti-lesbian individuals with anti-female and
28 anti-lesbian statements.

1 102. OCCIDENTAL’S conduct was part of an ongoing pattern and practice of targeting
2 and silencing outspoken women who challenged VEITCH’s decisions, as well as who protested
3 gender violence and hostility perpetrated by men – and specifically hostile football-playing men –
4 on campus. It was not the first time that VEITCH had instigated the football team to bully an
5 outspoken woman in a position of power in an attempt to silence her. In addition, OCCIDENTAL
6 followed a pattern and practice of allowing sexual orientation slurs to go unchecked, whether made
7 by administrators at high levels in the organization or by individuals in cars or on web sites.

8 103. OCCIDENTAL’S conduct, as alleged, violated the FEHA, and OCCIDENTAL
9 committed unlawful employment practice(s), including, without limitation, by discharging, refusing
10 to transfer, retain, hire, and/or employ; and/or otherwise discriminating against PLAINTIFF by
11 materially affecting the terms and conditions of her employment, in whole or in part on the basis of
12 PLAINTIFF’s sex, gender, gender identity, gender expression, and/or sexual orientation in violation
13 of California Government Code section 12940(a).

14 104. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF’s
15 claims of discrimination. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is
16 not required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald*
17 *v. Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

18 105. As a proximate result of OCCIDENTAL’S willful, knowing, and intentional
19 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial
20 losses of earnings and other employment benefits, and has suffered and continues to suffer
21 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a
22 sum according to proof.

23 106. PLAINTIFF has incurred and continues to incur legal expenses and attorneys’ fees.
24 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
25 reasonable attorneys’ fees and costs (including expert costs) in an amount according to proof.

26 107. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
27 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
28

1 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
2 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

3 **SECOND CAUSE OF ACTION**

4 **Harassment on the Basis of Gender/Sexual Orientation**

5 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, *et seq.*)**

6 **(Against EMPLOYER DEFENDANTS)**

7 108. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
8 every allegation set forth above.

9 109. California Government code section 12940 states that it shall be unlawful for an
10 employer or for any person to harass an employee because of a person's sex, gender, gender identity,
11 gender expression, and/or sexual orientation.

12 110. At all times herein mentioned, the FEHA was in full force and effect and was binding
13 on EMPLOYER DEFENDANTS. This statute requires EMPLOYER DEFENDANTS to refrain
14 from harassing any employee because of a person's sex, gender, gender identity, gender expression,
15 and/or sexual orientation, among other things.

16 111. During PLAINTIFF's employment with OCCIDENTAL, EMPLOYER
17 DEFENDANTS, through their managers and supervisors, intentionally engaged in a series of
18 harassing acts on the basis of PLAINTIFF's sex, gender, gender identity, gender expression, and/or
19 sexual orientation. EMPLOYER DEFENDANTS participated in, knew, and/or should have known
20 about the harassment in violation of the FEHA that was directed toward PLAINTIFF.

21 112. EMPLOYER DEFENDANTS created a hostile work environment based on
22 PLAINTIFF's sex, gender, gender identity, gender expression, and/or sexual orientation, disability
23 and/or medical condition. As evidenced by the contemporaneous statements of multiple witnesses
24 who found the conduct to be offensive, a reasonable person subjected to the discriminatory and
25 harassing conduct would find, as PLAINTIFF did, that the harassment so altered PLAINTIFF's
26 working conditions as to make it more difficult to do her job.

27 113. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
28 claims of harassment. *Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is not

1 required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald v.*
2 *Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

3 114. As a proximate result of EMPLOYER DEFENDANTS' willful, knowing, and
4 intentional harassment of PLAINTIFF, PLAINTIFF has sustained and continues to sustain
5 substantial losses of earnings and employment benefits, and has suffered and continues to suffer
6 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a
7 sum according to proof.

8 115. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
9 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
10 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

11 116. EMPLOYER DEFENDANTS committed the acts herein despicably, maliciously,
12 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an
13 improper and evil motive amounting to malice, and in conscious disregard of the rights of
14 PLAINTIFF. PLAINTIFF is thus entitled to punitive damages from EMPLOYER DEFENDANTS
15 in an amount according to proof.

16 **THIRD CAUSE OF ACTION**

17 **Violation of Equal Pay Act**

18 **(Violation of Cal. Lab. Code Section 1197.5(a))**

19 **(Against OCCIDENTAL)**

20 117. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
21 every allegation set forth above.

22 118. At all relevant times, Labor Code section 1197.5 was in effect and was binding on
23 DEFENDANTS. This statute prohibits defendants from paying any individual at a lower rate than
24 employees of a different gender for substantially similar work, when viewed as a composite of skill,
25 effort, and responsibility, performed under similar working conditions.

26 119. OCCIDENTAL violated these laws by failing to pay PLAINTIFF at the same rate as
27 her male counterparts for substantially similar work, when viewed as a composite of skill, effort, and
28 responsibility, performed under similar working conditions. OCCIDENTAL knew this to be the case,

1 yet continued to fail to pay PLAINTIFF equal wages, which are due and owing.

2 120. As a proximate result of OCCIDENTAL'S willful, knowing, and intentional violation
3 of Labor Code section 1197.5, PLAINTIFF has sustained and continues to sustain substantial losses
4 of earnings and employment benefits.

5 121. PLAINTIFF is entitled to the balance of the wages, including interest, and an equal
6 amount as liquidated damages. *See* Cal. Lab. Code § 1197.5(h).

7 122. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
8 Pursuant to California Labor Code section 1197.5(h), PLAINTIFF is entitled to recover reasonable
9 attorneys' fees and costs (including expert costs) in an amount according to proof).

10 123. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
11 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
12 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
13 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

14 124. PLAINTIFF undertook efforts to be paid at the Vice President or senior cabinet level
15 commensurate with the wages paid to men doing substantially similar work. Following those efforts,
16 OCCIDENTAL discriminated and retaliated against PLAINTIFF by demoting her, refusing to
17 accommodate her disability, refusing to engage in the interactive process to accommodate her
18 disability, altering the terms and conditions of her employments, and terminating her employment,
19 all in violation of California Labor Code section 1197.5(k).

20 125. Pursuant to California Labor Code section 1197.5(k)(2), PLAINTIFF is entitled to
21 reinstatement and reimbursement for lost wages and benefits caused by OCCIDENTAL'S illegal
22 acts, including interest thereon, and appropriate equitable relief.

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1 **FOURTH CAUSE OF ACTION**

2 **Whistleblower Retaliation**

3 **(Violation of Cal. Lab. Code Sections 1102.5, 1104, and 6310)**

4 **(Against OCCIDENTAL)**

5 126. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 127. At all relevant times, California Labor Code section 1102.5 was in effect and was
8 binding on OCCIDENTAL. California law prohibits OCCIDENTAL from retaliating against any
9 employee, including PLAINTIFF, for raising complaints of illegality. “An employer, or any person
10 acting on behalf of the employer, shall not retaliate against an employee for disclosing information...
11 if the employee has reasonable cause to believe that the information discloses a violation of state or
12 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation...”
13 Cal. Lab. Code § 1102.5(b).

14 128. At all relevant times, California Labor Code section 6310 was in effect and was
15 binding on OCCIDENTAL. California Labor Code section 6310(b) prohibits employers from
16 discharging, or in any manner discriminating against an individual in the terms and conditions of her
17 employment “because the employee has made a bona fide oral or written complaint to... his or her
18 employer,... of unsafe working conditions, or work practices, in his or her employment or place of
19 employment...”

20 129. At all relevant times, an employer is responsible for the acts of its managers, officers,
21 agents, and employees. *See* Cal. Lab. Code § 1104(b).

22 130. PLAINTIFF engaged in protected activity when PLAINTIFF reported to VEITCH
23 complaints of discrimination and harassment based on her gender and/or sexual orientation, gender
24 equity concerns, NCAA violations, Title IX violations, and potential fraudulent activity, as well as
25 concerns regarding health and safety issues arising from the Oxy football team’s demonstrated
26 hostility toward PLAINTIFF, which created an unsafe environment. PLAINTIFF also engaged in
27 protected activity by retaining attorneys to assist her with her legal rights.

28 131. OCCIDENTAL believed that PLAINTIFF might disclose such information to a

1 person with authority to investigate, discover, or correct legal violations/noncompliance and/or to a
2 governmental or law enforcement agency. In response, OCCIDENTAL retaliated against
3 PLAINTIFF by discriminating against her, harassing her, and taking adverse employment actions,
4 including termination, against her.

5 132. As a proximate result of OCCIDENTAL'S willful, knowing, and intentional
6 retaliation against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses
7 of earnings and other employment benefits, and has suffered and continues to suffer humiliation,
8 emotional distress, and physical and mental pain and anguish, all to her damage in a sum according
9 to proof.

10 133. As a result of OCCIDENTAL'S violation of California Labor Code section 6310,
11 PLAINTIFF is entitled to reinstatement and reimbursement for lost wages and work benefits caused
12 by the acts of OCCIDENTAL.

13 134. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
14 Pursuant to Labor Code section 6310, PLAINTIFF is entitled to recover reasonable attorneys' fees
15 and costs (including expert costs) in an amount according to proof.

16 135. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
17 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
18 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
19 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

20 **FIFTH CAUSE OF ACTION**

21 **Medical Condition/Disability Discrimination**

22 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, *et seq.*)**

23 **(Against OCCIDENTAL)**

24 136. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
25 every allegation set forth above.

26 137. The FEHA provides that "the opportunity to seek, obtain, and hold employment
27 without discrimination because of ... disabilities . . . is hereby recognized as and declared to be a
28 civil right." Cal. Gov't Code § 12921(a).

1 138. California Government Code section 12926(a), *inter alia*, prohibits an employer from
2 terminating the employment of an employee on the basis of a disability or medical condition. Under
3 California law, disability includes not only a current disability, but also being perceived or regarded
4 by the employer as having or having had a condition that currently has no disabling effect but *may*
5 *become* an impairment limiting the individual's ability to participate in major life activities in the
6 future (including working). *See* Cal. Govt. Code § 12926(j); 2 Cal. Code. Regs. § 11065(d).

7 139. OCCIDENTAL knew that PLAINTIFF experienced extreme emotional distress that
8 required intensive treatment, and therefore had a disability and/or medical condition covered under
9 California Government Code section 12940(a).

10 140. PLAINTIFF'S disability and/or medical condition, and/or other characteristic(s)
11 protected by the FEHA were motivating factors in OCCIDENTAL'S decision to terminate
12 PLAINTIFF's employment, not to retain, hire, or otherwise employ PLAINTIFF in any position,
13 to refuse to accommodate PLAINTIFF, to refuse to engage in the interactive process, and/or to take
14 other adverse job actions against PLAINTIFF.

15 141. At all relevant times herein, OCCIDENTAL knowingly discriminated against
16 PLAINTIFF and because of PLAINTIFF's disability by failing to accommodate PLAINTIFF's
17 disability, and by failing to engage in the interactive process with PLAINTIFF in good faith.

18 142. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
19 claims of discrimination. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is
20 not required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald*
21 *v. Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

22 143. As a proximate result of DEFENDANTS' willful, knowing, and intentional
23 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial
24 losses of earnings and other employment benefits, and has suffered and continues to suffer
25 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a
26 sum according to proof.

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1 144. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
2 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
3 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

4 145. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
5 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
6 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
7 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

8 **SIXTH CAUSE OF ACTION**

9 **Failure To Accommodate Disability**

10 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, et seq.)**

11 **(Against OCCIDENTAL)**

12 146. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
13 every allegation set forth above.

14 147. It is unlawful under the FEHA for an employer to fail to make reasonable
15 accommodation for the known physical or mental disability of an employee.

16 148. Under the FEHA, employers who are aware that their employee has a disability and/or
17 medical condition have an affirmative duty to make reasonable accommodations for such disability.
18 The duty arises even if the employee has not requested reasonable accommodation. *See* Cal. Gov't
19 Code § 12940(m).

20 149. PLAINTIFF was able to perform the essential job duties of Director of Athletics with
21 reasonable accommodation for her disability and/or medical condition. At all times during
22 PLAINTIFF's employment with OCCIDENTAL, PLAINTIFF was otherwise qualified to do her job.

23 150. PLAINTIFF provided OCCIDENTAL with doctor's certifications and notes
24 verifying that PLAINTIFF was disabled and needed to take medical leave due to her disabilities,
25 and/or required accommodations for her disabilities.

26 151. PLAINTIFF requested reasonable accommodations to allow her to return to work
27 with a temporary slight reduction of her job responsibilities. Instead of accommodating
28 PLAINTIFF's disability, OCCIDENTAL refused to allow PLAINTIFF to return to work under those

1 or any other circumstances, even during the time frame when accommodations were not needed.

2 152. As a proximate result of OCCIDENTAL'S willful, knowing, and intentional conduct,
3 as alleged above, PLAINTIFF has sustained and continues to sustain substantial losses of earnings
4 and employment benefits, and has suffered and continues to suffer humiliation, emotional distress,
5 and physical and mental pain and anguish, all to her damage in a sum according to proof.

6 153. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
7 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
8 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

9 154. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
10 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
11 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
12 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

13 **SEVENTH CAUSE OF ACTION**

14 **Failure To Engage In The Interactive Process To Accommodate Disability**

15 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, *et seq.*)**

16 **(Against OCCIDENTAL)**

17 155. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
18 every allegation set forth above.

19 156. It is unlawful under the FEHA for an employer to fail to engage in a timely, good
20 faith, interactive process with the employee to determine effective reasonable accommodations for
21 an employee with a known physical or mental disability or known medical condition. *See* Cal. Gov't
22 Code § 12940(n).

23 157. Under the FEHA, employers who are aware that an employee has a disability and/or
24 medical condition have an affirmative duty to engage in the interactive process to identify and
25 provide reasonable accommodations for such disability. The duty arises even if the employee has
26 not requested reasonable accommodation. In particular, employers are obligated to initiate a timely,
27 good-faith interactive process to accommodate an employee's disability when the employer has
28 become aware of the possible need for an accommodation because the employee with a disability

1 has exhausted leave under the CFRA for the employee’s own serious health condition or the
2 employee’s health care provider indicates that further accommodation is still necessary for
3 recuperative leave or other accommodation for the employee to perform the essential functions of
4 the job. *See* 2 Cal. Code Regs. § 11069(b).

5 158. The FEHA requires a timely, good faith, interactive process between an employer and
6 an employee with a known physical or mental disability or medical condition which includes the
7 exchange of essential information “without delay or obstruction of the process.” *See* 2 Cal. Code
8 Regs. § 11069(a).

9 159. As part of a timely, good-faith interactive process, an employer “shall analyze the
10 particular job involved and the essential functions of the job.” *See* 2 Cal. Code Regs. § 11069(c)(5).
11 An employer “shall identify potential accommodations and assess the effectiveness each would have
12 in enabling the applicant to have an equal opportunity to ... perform the essential function of the
13 position held.” *See* 2 Cal. Code Regs. § 11069(c)(7). An employer “shall either grant the applicant
14 or employee’s requested accommodation, or reject it after due consideration, and initiate discussion
15 with the applicant or employee regarding alternative accommodations.” 2 Cal. Code Regs. §
16 11069(c)(1).

17 160. PLAINTIFF was willing to participate in an interactive process to determine whether
18 reasonable accommodation could be made so that she would be able to perform the essential
19 functions of her job as Athletic Director. In fact, despite OCCIDENTAL’s unwillingness to correct
20 the hostile work environment that caused PLAINTIFF to experience emotional distress, PLAINTIFF
21 worked diligently with her health care providers to identify reasonable solutions that would remove
22 any barriers to her returning to work.

23 161. PLAINTIFF provided OCCIDENTAL with doctor’s certifications and notes
24 verifying that PLAINTIFF was disabled and needed to take medical leave due to her disabilities,
25 and/or required accommodations for her disabilities. PLAINTIFF also provided OCCIDENTAL
26 with information that her doctor continued to evaluate her and that her medical condition was subject
27 to change such that she would be capable of performing the essential functions of her job with
28 reasonable accommodation.

1 162. Despite knowing about PLAINTIFF’s disability and/or medical condition,
2 OCCIDENTAL did not initiate a timely, good-faith interactive process with the goal of providing
3 reasonable accommodations.

4 163. OCCIDENTAL further acted in bad faith, evidencing no real intent to engage in an
5 interactive process to return PLAINTIFF to work, by characterizing PLAINTIFF’s job responsibility
6 of having in-person interaction with the football community as an “essential function” of her job. As
7 Athletic Director, PLAINTIFF oversaw all of OCCIDENTAL’s sports and student athletes, of whom
8 less than 10% were football players. She sought donations from all athletics alumni/ae, only about
9 10% of which typically came from football alumni. The accommodations she requested would
10 diminish only a few of her duties in relation to the football community. Taking the position that it is
11 an “essential function” of the Athletic Director position to handle only a fraction of the
12 responsibilities associated with less than 10% of student athletes evidences a severe lack of good
13 faith.

14 164. As the clearest demonstration of OCCIDENTAL’s failure to engage in the interactive
15 process, it failed to comply with 2 California Code of Regulations section 11069(c)(1) to “initiate
16 discussion with the applicant or employee regarding alternative accommodations.” When rejecting
17 PLAINTIFF’s proposed accommodation, OCCIDENTAL was obligated to propose an alternative
18 accommodation or, at the very least, to allow PLAINTIFF to propose an alternative accommodation.
19 OCCIDENTAL failed to do so. Instead, OCCIDENTAL foreclosed any possibility of
20 accommodating PLAINTIFF by sending a community-wide email announcing that PLAINTIFF
21 would not be returning to her *open* position of Athletic Director.

22 165. As a proximate result of OCCIDENTAL’S willful, knowing, and intentional conduct,
23 as alleged above, PLAINTIFF has sustained and continues to sustain substantial losses of earnings
24 and employment benefits, and has suffered and continues to suffer humiliation, emotional distress,
25 and physical and mental pain and anguish, all to her damage in a sum according to proof.

26 166. PLAINTIFF has incurred and continues to incur legal expenses and attorneys’ fees.
27 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
28 reasonable attorneys’ fees and costs (including expert costs) in an amount according to proof.

1 167. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
2 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
3 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
4 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

5 **EIGHTH CAUSE OF ACTION**

6 **Violation of the California Family Rights Act (“the CFRA”),**

7 **Including Interference and Retaliation**

8 **(Violation of Cal. Govt. Code Section 12945.2)**

9 **(Against OCCIDENTAL)**

10 168. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
11 every allegation set forth above.

12 169. PLAINTIFF was employed by OCCIDENTAL for more than one year, and had in
13 excess of 1250 hours of service during the 12-month period immediately preceding her termination.
14 PLAINTIFF was suffering from a serious health condition.

15 170. PLAINTIFF was employed at a worksite where OCCIDENTAL employs at least fifty
16 (50) employees within seventy-five (75) miles.

17 171. 2 California Code of Regulations section 11091(a)(1)(A) states that “[u]nder all
18 circumstances, it is the employer's responsibility to designate leave, paid or unpaid, as CFRA or
19 CFRA/FMLA qualifying, based on information provided by the employee or the employee's
20 spokesperson, and to give notice of the designation to the employee.”

21 172. The CFRA states that “[i]t shall be an unlawful employment practice for an employer
22 to ... discharge ... or discriminate against, any individual because of ... [the] individual’s exercise
23 of the right to family care and medical leave provided by [the CFRA].” Cal. Gov’t Code § 12945.2
24 (l)(1).

25 173. The CFRA further states that “[i]t shall be an unlawful employment practice for an
26 employer to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right
27 provided under [the CFRA].” Cal. Gov’t Code § 12945.2(t).

28

1 174. OCCIDENTAL should have recognized PLAINTIFF was entitled to leave pursuant
2 to the CFRA and knew that PLAINTIFF had already recently asserted her right to a medical leave
3 for her own serious medical condition. However, OCCIDENTAL never advised PLAINTIFF of her
4 right to CFRA leave pursuant to 2 California Code of Regulations section 11091(a)(1)(A).

5 175. OCCIDENTAL discriminated and retaliated against PLAINTIFF by terminating her
6 employment during the time that her leave of absence was protected by the CFRA and by ultimately
7 terminating PLAINTIFF's employment.

8 176. PLAINTIFF was retaliated against for asserting her right to CFRA leave under
9 California law and her right to be free of retaliation for asserting this right. PLAINTIFF's acts of
10 asserting her right to a leave of absence pursuant to the CFRA, and in fact taking leave for her own
11 serious medical condition were substantial motivating reasons for OCCIDENTAL'S decision to
12 terminate PLAINTIFF's employment.

13 177. OCCIDENTAL'S conduct violated the CFRA, *codified* in section 12945.2 of the
14 California Government Code.

15 178. As a direct and legal result of OCCIDENTAL'S conduct, PLAINTIFF suffered and
16 will suffer special damages for lost earnings and wages in an amount not yet fully known, but in
17 excess of the jurisdictional limits of this Court, and has suffered and continues to suffer general
18 damages including damage to her reputation, pain and suffering, humiliation, embarrassment,
19 mortification, hurt feelings, and emotional distress, all in an amount to be proved at trial.

20 179. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
21 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
22 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

23 180. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
24 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
25 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
26 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

27 **NINTH CAUSE OF ACTION**

28 **Harassment on the Basis of Disability**

1 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, et seq.)**

2 **(Against EMPLOYER DEFENDANTS)**

3 181. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
4 every allegation set forth above.

5 182. California Government code provides that it shall be unlawful for an employer or for
6 any person to harass an employee because of disability and/or medical condition. *See Cal. Gov't*
7 *Code § 12940(j).*

8 183. Under the FEHA it is unlawful to create a hostile work environment and subject
9 employees to offensive, discriminatory and harassing conduct because an employee is disabled,
10 because she requests accommodations for her disabilities, because of her protected statuses as stated
11 above, because she complains about not being accommodated for her disabilities, and/or because she
12 complains about the FEHA violations as stated above.

13 184. EMPLOYER DEFENDANTS participated in, knew, and/or should have known about
14 the harassment in violation of the FEHA that was directed toward PLAINTIFF.

15 185. EMPLOYER DEFENDANTS' conduct, as alleged herein and above, violated the
16 FEHA and EMPLOYER DEFENDANTS committed unlawful employment practices, including, but
17 not limited to, harassing PLAINTIFF and/or creating a hostile work environment, in whole or in part
18 on the basis of PLAINTIFF's disability and/or medical condition.

19 186. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
20 claims of harassment. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is not
21 required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald v.*
22 *Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

23 187. On the basis of the above, PLAINTIFF believes and alleges that EMPLOYER
24 DEFENDANTS harassed her on the basis of her disability and/or medical condition.

25 188. As a proximate result of EMPLOYER DEFENDANTS' willful, knowing, and
26 intentional harassment of PLAINTIFF, PLAINTIFF has sustained and continues to sustain
27 substantial losses of earnings and employment benefits, and has suffered and continues to suffer
28 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a

1 sum according to proof.

2 189. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
3 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
4 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

5 190. EMPLOYER DEFENDANTS committed the acts herein despicably, maliciously,
6 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF, from an
7 improper and evil motive amounting to malice, and in conscious disregard of the rights of
8 PLAINTIFF. PLAINTIFF is thus entitled to punitive damages from EMPLOYER DEFENDANTS
9 in an amount according to proof.

10 **TENTH CAUSE OF ACTION**

11 **Retaliation For Opposing Practices Forbidden by the FEHA**
12 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, *et seq.*)**
13 **(Against OCCIDENTAL)**

14 191. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
15 every allegation set forth above.

16 192. At all times herein mentioned, the FEHA was in full force and effect and was binding
17 on OCCIDENTAL. This statute requires OCCIDENTAL to refrain from retaliating against any
18 employee for opposing practices forbidden by the FEHA or who asserts rights under the FEHA,
19 including complaining of discrimination or harassment on the basis of sex, gender, gender identity,
20 gender expression, sexual orientation, disability and/or medical condition, among other things.

21 193. During PLAINTIFF's employment with OCCIDENTAL, EMPLOYER
22 DEFENDANTS intentionally engaged in sex, gender, sexual orientation, and/or disability
23 discrimination and harassment, about which PLAINTIFF complained to OCCIDENTAL.

24 194. The decision to terminate PLAINTIFF's employment was in retaliation for
25 PLAINTIFF engaging in protected activity, including her complaints described above.

26 195. EMPLOYER DEFENDANTS, through their agents and supervisors, made a number
27 of comments to and about PLAINTIFF that exhibited discriminatory and harassing motivations,
28 intentions, and consciousness.

1 196. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF's
2 claims of retaliation. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is not
3 required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald v.*
4 *Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

5 197. As a proximate result of OCCIDENTAL'S willful, knowing, and intentional
6 retaliation against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses
7 of earnings and other employment benefits, and has suffered and continues to suffer humiliation,
8 emotional distress, and mental and physical pain and anguish, all to his damage in a sum according
9 to proof.

10 198. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
11 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
12 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

13 199. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
14 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
15 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
16 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

17 **ELEVENTH CAUSE OF ACTION**

18 **Failure to Prevent, Investigate, and Remedy Discrimination, Harassment, or Retaliation**

19 **(Violation of the FEHA, Cal. Govt. Code Sections 12940, *et seq.*)**

20 **(Against OCCIDENTAL)**

21 200. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
22 every allegation set forth above.

23 201. At all times herein mentioned, the FEHA was in full force and effect and binding on
24 OCCIDENTAL. *See* Cal. Gov't Code § 12940(k).

25 202. California law requires that employers "take reasonable steps to prevent and correct
26 wrongful behavior, including but not limited to, harassing, discriminatory, and retaliatory behavior
27 in the workplace. *See* Cal. Gov't Code §12940(k). *See also* Cal. Gov't Code § 12940(j)
28 ("Harassment of an employee ... shall be unlawful if the entity, or its agents or supervisors, knows

1 or should have known of this conduct and fails to take immediate and appropriate corrective
2 action.”). Pursuant to this statute, OCCIDENTAL was required to take all reasonable steps to prevent
3 harassment, discrimination and retaliation based on the employee’s sex, gender, gender identity,
4 gender expression, and/or sexual orientation and/or other protected characteristics.

5 203. During the course of PLAINTIFF’s employment, OCCIDENTAL failed to prevent
6 EMPLOYER DEFENDANTS and others from engaging in intentional actions that resulted in
7 PLAINTIFF being treated less favorably because of PLAINTIFF’s protected status (*i.e.*, sex, gender,
8 gender identity, gender expression, and/or sexual orientation, disability and/or medical condition).
9 During the course of PLAINTIFF’s employment, and following her termination, OCCIDENTAL
10 failed to prevent EMPLOYER DEFENDANTS and others from engaging in unjustified employment
11 practices against PLAINTIFF.

12 204. PLAINTIFF believes and, on that basis, alleges that her protected status and/or
13 protected activity were substantial motivating factors in EMPLOYER DEFENDANTS’ harassment,
14 discrimination and retaliation against her.

15 205. EMPLOYER DEFENDANTS, through their agents and supervisors, made a number
16 of comments to PLAINTIFF that exhibited discriminatory and harassing motivations, intentions, and
17 consciousness.

18 206. EMPLOYER DEFENDANTS intentionally engaged in discrimination and
19 harassment based on PLAINTIFF’s sex, gender, gender identity, gender expression, and/or sexual
20 orientation, about which PLAINTIFF complained to her supervisors.

21 207. OCCIDENTAL, through its agents and supervisors, engaged in actions that
22 constituted retaliation against PLAINTIFF for PLAINTIFF’s complaints about illegal workplace
23 discrimination and harassment, as well as PLAINTIFF’s complaints about illegal and/or unethical
24 conduct occurring at OCCIDENTAL during PLAINTIFF’s employment with OCCIDENTAL.

25 208. OCCIDENTAL knew or reasonably should have known of the EMPLOYER
26 DEFENDANTS’ unlawful discrimination, harassment, and retaliation in the workplace and that
27 OCCIDENTAL should have restrained such other EMPLOYER DEFENDANTS from engaging in
28 unlawful discrimination, harassment, and retaliation.

1 215. At all relevant times, as set forth above, TRUSTEE DEFENDANTS and DOES
2 assisted, supported, facilitated, participated in, encouraged, and/or urged, forcefully, with
3 overwhelming pressure, and/or with threats, OCCIDENTAL in violating the FEHA by harassing,
4 and discriminating and retaliating against PLAINTIFF. As a result, TRUSTEE DEFENDANTS and
5 DOES aided, abetted, incited, compelled, and/or coerced the doing of acts forbidden under the
6 FEHA, or attempted to do so, in violation of the FEHA, California Government Code section
7 12940(i).

8 216. As a proximate result of TRUSTEE DEFENDANTS and DOES' violation of
9 California Government Code section 12940(i), PLAINTIFF has sustained and continues to sustain
10 substantial losses of earnings and other employment benefits, and has suffered and continues to suffer
11 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a
12 sum according to proof.

13 217. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.
14 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover
15 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

16 218. TRUSTEE DEFENDANTS and DOES committed the acts herein despicably,
17 maliciously, fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFF,
18 from an improper and evil motive amounting to malice, and in conscious disregard of the rights of
19 PLAINTIFF. PLAINTIFF is thus entitled to punitive damages from TRUSTEE DEFENDANTS and
20 DOES in an amount according to proof.

21 **THIRTEENTH CAUSE OF ACTION**

22 **Negligent Retention and Supervision**

23 **(Against OCCIDENTAL and DOES)**

24 219. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
25 every allegation set forth above.

26 220. California law makes an employer liable for an employee's negligence, recklessness
27 or intentional wrongful acts when the employer knew or should have known that the employee was
28 a risk to others. *Doe v. Capital Cities*, 50 Cal. App. 4th 1038 (1996).

1 221. Pursuant to California law, “An employer may be liable to a third person for the
2 employer’s negligence in hiring or retaining an employee who is incompetent or unfit.” *Roman*
3 *Catholic Bishop v. Superior Court*, 42 Cal. App. 4th 1556, 1564-1565 (1996). The Restatement
4 Second of Agency section 213, provides in pertinent part, that “[a] person conducting an activity
5 through servants or agents is subject to liability for harm resulting from his conduct if he is negligent
6 or reckless: ... (b) in the employment of improper persons or instrumentalities in work involving risk
7 of harm to others...” *Id.*; see also, *Evan F. v. Hughson United Methodist Church*, 8 Cal. App. 4th
8 828, 836 (1992).” *Delfino v. Agilent Technologies, Inc.*, 145 Cal. App. 4th 790, 815 (2006).

9 222. OCCIDENTAL and DOES had a duty to protect PLAINTIFF from the tortious
10 conduct of VEITCH, including but not limited to, ongoing discrimination, harassment, and
11 retaliation.

12 223. OCCIDENTAL and DOES were aware that VEITCH had failed to properly handle
13 sexual harassment on campus, including the ongoing violence against women perpetrated by
14 members of the football team. Nonetheless, VEITCH was allowed to curry favor with the football
15 community in violation of his duties to protect OCCIDENTAL’s employees as mandated by the
16 FEHA.

17 224. To be liable for negligent supervision or retention, OCCIDENTAL and DOES must
18 have known or been on notice that VEITCH was unfit or incompetent to perform the work for which
19 he was retained.

20 225. OCCIDENTAL and DOES, themselves and/or through their officers, directors, and
21 managing agents, had knowledge of the wrongful conduct set forth above and allowed said wrongful
22 conduct to occur and continue to occur, thereby ratifying said wrongful conduct, with a conscious
23 disregard of the rights and safety of PLAINTIFF. OCCIDENTAL and DOES are therefore liable for
24 the deleterious consequences of such actions and wrongful conduct. VEITCH was responsible to
25 OCCIDENTAL and DOES, who did not monitor his activities, and such failure to supervise
26 VEITCH’S activities is negligence *per se*.

27 226. VEITCH was allowed to continue this conduct and was maintained as President of
28 OCCIDENTAL even though he continually harassed, discriminated, and retaliated against

1 PLAINTIFF, in violation of California law.

2 227. As a proximate result of OCCIDENTAL and DOES' tortious conduct, PLAINTIFF
3 has sustained and continues to sustain substantial losses of earnings and other employment benefits,
4 and has suffered and continues to suffer humiliation, emotional distress, and mental and physical
5 pain and anguish, all to his damage in a sum according to proof.

6 **FOURTEENTH CAUSE OF ACTION**

7 **Intentional Infliction of Emotional Distress**

8 **(Against ALL DEFENDANTS and DOES)**

9 228. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
10 every allegation set forth above.

11 229. A person intentionally inflicts emotional distress by engaging in extreme and
12 outrageous conduct with either: (1) an intent to cause emotional distress; or (2) reckless disregard of
13 the probability of causing emotional distress, and actually does cause severe emotional suffering.
14 *See Hughes v. Pair*, 46 Cal.4th 1035, 1050 (2009).

15 230. DEFENDANTS owed PLAINTIFF a duty of care not to cause PLAINTIFF emotional
16 distress.

17 231. As alleged herein and above, DEFENDANTS: (i) knowingly harassed and/or
18 knowingly permitted harassment of PLAINTIFF; (ii) discriminated and retaliated against
19 PLAINTIFF; (iii) failed to investigate or prevent discrimination, harassment, and retaliation against
20 PLAINTIFF; and/or (iv) aided and abetted discrimination and retaliation against PLAINTIFF. Such
21 conduct was intentional, extreme, and outrageous, done with the intent to cause PLAINTIFF severe
22 emotional distress or with reckless disregard of the probability of causing PLAINTIFF severe
23 emotional distress.

24 232. DEFENDANTS were aware that treating PLAINTIFF in the manner alleged above,
25 including subjecting PLAINTIFF to a hostile work environment and depriving PLAINTIFF of her
26 livelihood, would devastate PLAINTIFF and caused her extreme hardship.

27 233. DEFENDANTS breached their duty to PLAINTIFF by way of their own conduct, as
28 alleged herein and above.

1 234. As a proximate result of DEFENDANTS' extreme and outrageous conduct,
2 PLAINTIFF has suffered and continues to suffer severe emotional distress, all to her damage in a
3 sum according to proof. PLAINTIFF also has sustained and continues to sustain substantial losses
4 of earnings and other employment benefits as a result of being emotionally distressed, all to her
5 damage in a sum according to proof.

6 235. As a proximate result of DEFENDANTS' extreme and outrageous conduct,
7 PLAINTIFF was compelled to and did employ the services of medical personnel, and the like, to
8 care for and treat her, and did incur, medical, professional and incidental expenses.

9 236. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently, and
10 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
11 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
12 entitled to punitive damages from DEFENDANTS in an amount according to proof.

13 **FIFTEENTH CAUSE OF ACTION**

14 **Negligent Infliction of Emotional Distress**

15 **(Against ALL DEFENDANTS and DOES)**

16 237. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
17 every allegation set forth above.

18 238. DEFENDANTS owed PLAINTIFF a duty of care not to cause PLAINTIFF emotional
19 distress.

20 239. As alleged above, DEFENDANTS engaged in conduct in a careless or negligent
21 manner, without consideration for the effect of such conduct upon PLAINTIFF'S emotional
22 wellbeing.

23 240. DEFENDANTS knew, or should have known, that treating PLAINTIFF in the
24 manner alleged above would devastate PLAINTIFF and cause PLAINTIFF extreme hardship.

25 241. DEFENDANTS breached their duty to PLAINTIFF by way of their own conduct, as
26 alleged herein and above.

27 242. As a proximate result of DEFENDANTS' negligent conduct, PLAINTIFF has
28 suffered and continues to suffer severe emotional distress, all to her damage in a sum according to

1 proof. PLAINTIFF also has sustained and continues to sustain substantial losses of earnings and
2 other employment benefits as a result of being emotionally distressed, all to her damage in a sum
3 according to proof.

4 **SIXTEENTH CAUSE OF ACTION**

5 **Wrongful Termination**

6 **(Against OCCIDENTAL)**

7 243. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
8 every allegation set forth above.

9 244. Under California law, it is unlawful for an employer to terminate an employee in
10 violation of a fundamental public policy of the United States of America and the State of California.

11 245. The laws and public policy of the State of California as declared by, *inter alia*, the
12 California Constitution, Art.1, section 8, the FEHA, and the California Labor Code prohibit an
13 employer from altering the terms of an employee's employment on the basis of a person's sex,
14 gender, gender identity, gender expression, and/or sexual orientation, disability and/or medical
15 condition, and for engaging in protected activity as defined by the California Labor Code.

16 246. As alleged above, OCCIDENTAL wrongfully terminated PLAINTIFF in violation of
17 public policy. OCCIDENTAL'S decision to terminate PLAINTIFF was substantially motivated by
18 PLAINTIFF's protected status and activity in blatant violation of the protections set forth in the
19 FEHA and California Labor Code. PLAINTIFF is informed and believes that OCCIDENTAL'S
20 managing agents made the decision to terminate PLAINTIFF and that OCCIDENTAL ratified their
21 decision.

22 247. As a direct and proximate result of the violation of PLAINTIFF's rights under
23 California law, PLAINTIFF has sustained and continues to sustain substantial losses of earnings and
24 employment benefits, and has suffered and continues to suffer humiliation, emotional distress, and
25 physical and mental pain and anguish, all to his damage in a sum according to proof.

26 248. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and
27 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive
28

1 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus
2 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF JAIME HOFFMAN prays for relief against OCCIDENTAL
5 COLLEGE, JONATHAN VEITCH, CHRIS CALKINS, SUSAN MALLORY, and DOES 1-200,
6 inclusive, and each of them, as follows:

- 7 1. For reinstatement to her position of Athletic Director;
- 8 2. For compensatory damages, including emotional distress damages, in an amount to
9 be ascertained at trial;
- 10 3. For liquidated damages as permitted by law;
- 11 4. For punitive damages in an amount sufficient to punish or make an example of
12 DEFENDANTS;
- 13 5. For all available injunctive, equitable and other relief, including remedies authorized
14 by California Government Code section 12965(c);
- 15 6. For “affirmative relief” as defined in California Government Code section 12926(a);
- 16 7. For reasonable attorneys’ fees and costs, including expert costs;
- 17 8. For declaratory relief; and
- 18 9. For such further relief that the Court may deem just and proper.

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ADDITIONALLY, PLAINTIFF, JAIME HOFFMAN, demands trial of this matter by jury.

The amount demanded exceeds \$25,000 (Cal. Govt. Code § 72055).

DATED: December 20, 2019

GUNN COBLE LLP

By: 
Beth A. Gunn
Catherine J. Coble
David Z. Feingold

Attorneys for Plaintiff
JAIME HOFFMAN

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PROOF OF SERVICE

STATE OF CALIFORNIA

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action in which this service is made. My business address is 101 S. 1st Street, Suite 407, Burbank, CA 91502.

On December 20, 2019, I served the following documents, described as:

PLAINTIFF'S SECOND AMENDED COMPLAINT FOR DAMAGES

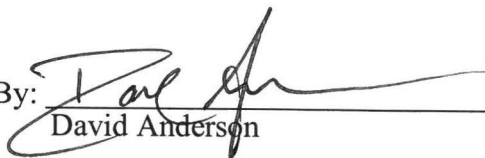
To the following parties:

Apalla U. Chopra, Esq.
Kelly Wood, Esq.
Marni Barta, Esq.
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400 South Hope Street
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Los Angeles, CA 90071-2899
E-mail Addresses: achopra@omm.com; kwood@omm.com; mbarta@omm.com

(Counsel for Defendants Occidental College and Jonathan Veitch)

[X] Pursuant to the agreement for email service, reached with counsel for Defendants in this suit, I served the above documents to the email addresses listed in the service caption above. A true and correct copy of transmittal will be produced if requested by any party or the Court.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on December 20, 2019 at Burbank, California.

By: 
David Anderson