

1 SARNOFF + SARNOFF
Raven W. Sarnoff (SBN 240133)
2 David J. Sarnoff (SBN 239363)
20 Park Road | Suite D | Burlingame, CA 94010
3 Phone: (650) 393-4995 | Fax: (650) 931-4237
Email: rsarnoff@sarnofflaw.com
4 dsarnoff@sarnofflaw.com

**ENDORSED
FILED**
Superior Court of California
County of San Francisco

FEB 21 2018

5 Attorneys for Plaintiffs,
SAMSON LAI, RAYMOND GUZMAN, DAVID
6 THOMPSON, JOHN ROCCO, MICHAEL THOMPSON,
LUIS IBARRA-RIVERA, RICHARD MILES, and
7 DANIEL MOLLOY

CLERK OF THE COURT
BY: BOWMAN LIU
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 SAMSON LAI, an individual,
11 RAYMOND GUZMAN, an individual,
12 DAVID THOMPSON, an individual,
JOHN ROCCO, an individual
13 MICHAEL THOMPSON, an individual,
LUIS IBARRA-RIVERA, an individual
14 RICHARD MILES, an individual,
and
15 DANIEL MOLLOY, an individual,

16 Plaintiffs,

17 vs.

18 CITY AND COUNTY OF SAN
FRANCISCO, SAN FRANCISCO FIRE
DEPARTMENT, a public entity;
19 SAM ROMERO; an individual;
and
20 DOES 1-100, inclusive,

21 Defendants.

Case No. **04C-18-564467**

COMPLAINT FOR DAMAGES

1. **DISCRIMINATION BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA, CAL. GOV. CODE § 12900, et seq.**
2. **HARASSMENT BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA, CAL. GOV. CODE § 12900, et seq.**
3. **UNLAWFUL RETALIATION IN VIOLATION OF FEHA, CAL. GOV. CODE, § 12900, et seq.**
4. **FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND RETALIATION BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA, CAL. GOV. CODE, § 12900, et seq.**

DEMAND FOR JURY TRIAL

22 Plaintiffs SAMSON LAI, RAYMOND GUZMAN, DAVID THOMPSON, JOHN
23 ROCCO, MICHAEL THOMPSON, LUIS IBARRA-RIVERA, RICHARD MILES, and DANIEL
24 MOLLOY allege as follows on knowledge as to themselves and their own acts, and on
25 information and belief as to all other matters:
26
27
28

COPY
FAXED

1 SARNOFF + SARNOFF
Raven W. Sarnoff (SBN 240133)
2 David J. Sarnoff (SBN 239363)
20 Park Road | Suite D | Burlingame, CA 94010
3 Phone: (650) 393-4995 | Fax: (650) 931-4237
Email: rsarnoff@sarnofflaw.com
4 dsarnoff@sarnofflaw.com

5 Attorneys for Plaintiffs,
SAMSON LAI, RAYMOND GUZMAN, DAVID
6 THOMPSON, JOHN ROCCO, MICHAEL THOMPSON,
LUIS IBARRA-RIVERA, RICHARD MILES, and
7 DANIEL MOLLOY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO

10 SAMSON LAI, an individual,
11 RAYMOND GUZMAN, an individual,
12 DAVID THOMPSON, an individual,
13 JOHN ROCCO, an individual
MICHAEL THOMPSON, an individual,
14 LUIS IBARRA-RIVERA, an individual
RICHARD MILES, an individual,
and
15 DANIEL MOLLOY, an individual,

16 Plaintiffs,

17 vs.

18 CITY AND COUNTY OF SAN
FRANCISCO, SAN FRANCISCO FIRE
DEPARTMENT, a public entity;
19 SAM ROMERO; an individual;
and
20 DOES 1-100, inclusive,

21 Defendants.

Case No.

COMPLAINT FOR DAMAGES

1. **DISCRIMINATION BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA, CAL. GOV. CODE § 12900, et seq.**
2. **HARASSMENT BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA, CAL. GOV. CODE § 12900, et seq.**
3. **UNLAWFUL RETALIATION IN VIOLATION OF FEHA, CAL. GOV. CODE, § 12900, et seq.**
4. **FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND RETALIATION BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA, CAL. GOV. CODE, § 12900, et seq.**

DEMAND FOR JURY TRIAL

22 Plaintiffs SAMSON LAI, RAYMOND GUZMAN, DAVID THOMPSON, JOHN
23 ROCCO, MICHAEL THOMPSON, LUIS IBARRA-RIVERA, RICHARD MILES, and DANIEL
24 MOLLOY allege as follows on knowledge as to themselves and their own acts, and on
25 information and belief as to all other matters:
26
27
28

1 **GENERAL ALLEGATIONS**

2 1. Plaintiff SAMSON LAI (hereinafter individually referred to as “LAI”) is, and at
3 all relevant times herein was, an adult individual residing in the County of Santa Clara, in the
4 State of California. LAI is, and at all relevant times herein has been, employed by the CITY AND
5 COUNTY OF SAN FRANCISCO, SAN FRANCISCO FIRE DEPARTMENT (hereinafter
6 individually referred to as “SFFD”) as a Battalion Chief.

7 2. Plaintiff RAYMOND GUZMAN (hereinafter individually referred to as
8 “GUZMAN”) is, and at all relevant times herein was, an adult individual residing in the County
9 of Sonoma, in the State of California. GUZMAN is, and at all relevant times herein has been,
10 employed by the SFFD as a Deputy Chief and Battalion Chief.

11 3. Plaintiff DAVID THOMPSON (hereinafter individually referred to as “D.
12 THOMPSON”) is, and at all relevant times herein was, an adult individual residing in the County
13 of San Francisco, in the State of California. D. THOMPSON is, and at all relevant times herein
14 has been, employed by the SFFD as a Lieutenant.

15 4. Plaintiff JOHN ROCCO (hereinafter individually referred to as “ROCCO”) is, and
16 at all relevant times herein was, an adult individual residing in the County of San Francisco, in the
17 State of California. ROCCO is, and at all relevant times herein has been, employed by the SFFD
18 as a Captain.

19 5. Plaintiff MICHAEL THOMPSON (hereinafter individually referred to as “M.
20 THOMPSON”) is, and at all relevant times herein was, an adult individual residing in the County
21 of Contra Costa, in the State of California. M. THOMPSON is, and at all relevant times herein
22 has been, employed by the SFFD as a Lieutenant.

23 6. Plaintiff LUIS IBARRA-RIVERA (hereinafter individually referred to as
24 “IBARRA-RIVERA”) is, and at all relevant times herein was, an adult individual residing in the
25 County of San Francisco, in the State of California. IBARRA-RIVERA is, and at all relevant
26 times herein has been, employed by the SFFD as a Lieutenant.

27 7. Plaintiff RICHARD MILES (hereinafter individually referred to as “MILES”) is,
28 and at all relevant times herein was, an adult individual residing in the County of Sonoma, in the

1 State of California. MILES is, and at all relevant times herein has been, employed by the SFFD
2 as a Firefighter.

3 8. Plaintiff DANIEL MOLLOY (hereinafter individually referred to as “MOLLOY”)
4 is, and at all relevant times herein was, an adult individual residing in the County of Marin, in the
5 State of California. MOLLOY is, and at all relevant times herein has been, employed by the
6 SFFD as a Firefighter.

7 9. Plaintiffs are informed, believe, and thereon allege that the CITY AND COUNTY
8 OF SAN FRANCISCO, SAN FRANCISCO FIRE DEPARTMENT (“SFFD”) is, and at all
9 relevant times herein mentioned has been, a public entity duly organized and existing under the
10 laws of the State of California.

11 10. Plaintiffs are informed, believe, and thereon allege that Defendant SAM
12 ROMERO (hereinafter individually referred to as “ROMERO”), is, and at all relevant times
13 herein mentioned has been, an individual employed by Defendants SFFD, and each of them, as a
14 Battalion Chief.

15 11. Plaintiffs are ignorant of the true names and capacities of defendants sued herein
16 under the fictitious names DOES 1 through 100, inclusive, and therefore sue these defendants by
17 such fictitious names. Plaintiffs will seek leave of court to amend this complaint to allege their
18 true names and capacities when ascertained. Plaintiffs are informed and believe and thereon
19 allege that each of the fictitiously named defendants is responsible as hereinafter shown for the
20 occurrences and injuries to Plaintiffs as herein alleged.

21 12. Plaintiffs are informed, believe, and thereon alleges that, at all times herein
22 mentioned, Defendants, and each of them, were the agents of each and all of the other defendants,
23 and in doing the things hereinafter alleged, were acting in the course and scope of such agency
24 and with the permission and consent of their co-defendants.

25 13. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of
26 them, employed Plaintiffs individually and as joint employers and/or as an integrated and/or
27 single enterprise. Each Defendant exercised substantial control over Plaintiffs’ compensation,
28 hours, and terms of employment, and knew or should have known of the discriminatory conduct

1 alleged herein and failed to take those corrective measures within its control. Defendants, and
2 each of them, further operated as an integrated and/or single enterprise with interrelation of
3 operations, centralized control of labor relations, common management, and/or common
4 ownership or financial control.

5 14. Venue is proper under California Government Code Section 12965(b) and
6 California Code of Civil Procedure Section 395 in that Plaintiffs' injuries were incurred within
7 this jurisdiction, and the acts giving rise to this action occurred, in whole or in substantial part, in
8 the City and County of San Francisco, in the State of California.

9 15. Plaintiffs exhausted their administrative remedies by filing complaints against
10 Defendants herein with the California Department of Fair Employment and Housing ("DFEH")
11 within one year from the date of Defendants' last adverse employment action, and thereafter
12 receiving "Right-to-Sue" letters from the DFEH.

13 **SUMMARY OF FACTS GIVING RISE TO ALL CAUSES OF ACTION**

14 16. Plaintiffs are male SFFD firefighters who, at relevant times, were assigned to
15 SFFD's Station 2, in San Francisco's Chinatown neighborhood. Their positions range from rank
16 and file Firefighters, Lieutenants, Captains, Battalion Chief, and Deputy Chief, who have worked
17 for the SFFD from as few as 15 to as many as 30 years. Station 2 was a choice assignment, as it
18 was one of the city's busiest firehouses. Plaintiffs were excellent employees with exemplary
19 performance records both as firefighters and coworkers.

20 17. Defendant ROMERO was one of Station 2's three Battalion Chiefs, the station's
21 top position. It was widely known throughout the SFFD that ROMERO was in a relationship with
22 Suzanne Montes, a female SFFD firefighter.

23 18. ROMERO and Montes' affair dated back to when Montes was a reserve firefighter
24 and ROMERO was Captain at SFFD's Station 13. Reserve firefighters are volunteers not
25 employed by the SFFD who lack the training of full-fledged SFFD firefighters. ROMERO
26 allowed Montes privileges well-beyond what was safe or appropriate for a reserve firefighter,
27 including but not limited to, allowing her to spend the night in the fire station and participate in
28 training drills with full-fledged SFFD firefighters.

1 19. ROMERO and Montes' affair and preferential treatment continued when the SFFD
2 hired Montes as a Firefighter. For example, despite Montes initially working in a different
3 battalion than ROMERO, ROMERO frequently called officers who oversaw Montes and told
4 them to assign her to premium pay positions.

5 20. Montes began working at Station 2, where ROMERO was Battalion Chief, i.e.
6 Chief of the station, in or around January of 2016.

7 21. After working only a few shifts at Station 2, Montes filed a complaint with the San
8 Francisco Department of Human Resources (DHR) falsely accusing Station 2 firefighters of
9 harassing her based on her gender. Montes continued to file false gender harassment and
10 retaliation claims against Station 2 firefighters throughout the remainder of her time at that
11 station. Prior to this, none of these firefighters had ever received any complaints regarding their
12 treatment of women, despite having worked with many female firefighters throughout their
13 careers. In fact, two Plaintiffs have sisters who are SFFD firefighters, one of whom was the
14 former head of the United Fire Service Women of San Francisco.

15 22. In fact, it was Plaintiffs who received differential treatment based on gender due to
16 ROMERO and Montes' affair. Firefighters observed (and reported) that Montes did not sleep in
17 her own bed in the dorm at the firehouse, an observation made all the more obvious by the fact
18 that Montes' alarm clock would go off in the mornings, sometimes for as long as 45 minutes, with
19 no one in her bed to turn it off. One evening, when a call to respond to a fire came in at a very
20 early morning hour (i.e., between 2:00 a.m. and 3:00 a.m.), an engine officer observed Montes
21 running from ROMERO's room. GUZMAN filed an "unusual occurrence" report regarding this
22 incident with the Chief Deputy of Operations shortly after the incident occurred.

23 23. ROMERO also routinely ensured that he worked with Montes or close to her
24 home, including by calling the assignment office and having himself or others reassigned so he
25 could work with her. ROMERO and Montes often either called in sick on the same day or
26 switched days so they could work together, and they were often seen out together on what looked
27 like dates, including on days they both called in sick. In fact, despite working only nine days per
28 month, there were 25 days between January and August 2016 that ROMERO and Montes either

1 called in sick on the same day or switched days so they could work together. ROMERO also
2 made frequent trips to Montes' house in his battalion chief vehicle, placing him outside his
3 battalion and delaying his response time to any incident that may arise.

4 24. ROMERO gave Montes preferential treatment at Station 2 because of their
5 intimate relationship that unreasonably interfered with the other firefighters' performance of their
6 job duties and created a hostile and abusive work environment based on sex. ROMERO
7 frequently assigned Montes to premium pay positions such as the Operator position, which
8 entailed "driving the chief," i.e. ROMERO, for premium pay, in favor of more senior firefighters,
9 or those who were otherwise up for the position. ROMERO also regularly allowed Montes to
10 choose her preferred position on the fire truck, the Tiller position. ROMERO would order the
11 officer on duty to give her this position, despite this assignment being squarely in the officer's
12 discretion, and, for safety reasons, it usually being assigned to the firefighter most familiar with
13 the apparatus. ROMERO regularly ordered officers to assign Montes to these and other preferred
14 positions, in complete disregard of the chain of command, seniority, and officer and public safety.
15 ROMERO also excused Montes from participating in drills that were essential to her training as a
16 firefighter and member of the crew. ROMERO also allowed Montes other privileges not afforded
17 to the other firefighters.

18 25. This widespread sexual favoritism created a hostile and abusive work environment
19 for the male firefighters who worked at Station 2. ROMERO was fiercely protective of Montes,
20 and aggressively retaliated against anyone who he and/or Montes perceived as having slighted
21 her. Firefighters, including officers, were afraid to complain about ROMERO's preferential
22 treatment because they feared retaliation by ROMERO, and even when they did complain,
23 ROMERO dismissed them, saying, "I'm the Chief." Officers feared correcting or disciplining
24 Montes when it was appropriate to do so, including as part of her training as a firefighter, for fear
25 of retaliation by ROMERO. For example, a firefighter was injured when Montes lost control of a
26 ladder during a drill, and ROMERO ordered the Temporary Captain on duty to alter the incident
27 report to remove all references to Montes losing control and causing the injury. ROMERO's
28 preferential treatment of Montes made it extremely difficult for Plaintiffs to perform their job at

1 the highest and safest level. In a job where training, accountability, and trust can mean the
2 difference between life and death, ROMERO and Montes' relationship endangered the
3 firefighters' and the public's safety.

4 26. Battalion Chief LAI, who shared Station 2's top position with ROMERO and Lori
5 Kalos, repeatedly reported the affair and favoritism, including to his immediate supervisors, the
6 Division 2 Assistant Chiefs, and directly to Fire Chief Joanne Hayes-White, who said she would
7 forward the complaints to DHR.

8 27. In or around May of 2016, DHR conducted an investigation into Montes'
9 harassment complaints. During their investigatory interviews, some or all of Plaintiffs told DHR
10 that Montes and ROMERO were having an affair and ROMERO was giving Montes preferential
11 treatment due to their intimate relationship. Some or all of Plaintiffs also reported that the
12 relationship and preferential treatment were unreasonably interfering with their ability to perform
13 their job in the safest and most effective manner. Plaintiffs responsible for supervising and
14 training Montes reported that ROMERO was interfering with their ability to train Montes. One
15 Plaintiff explained, "I can't do my job. My job is to teach, coach, and mentor, and I can't do this
16 for [Montes] because ROMERO tries to protect her and doesn't allow me to do my job." A fellow
17 firefighter similarly complained that ROMERO and Montes' relationship was a safety concern,
18 including because ROMERO routinely excused Montes from training exercises, and eroded trust
19 and confidence among the crew. The interviewer refused to hear this information, and said it
20 could be considered retaliation if they complained about or said anything adverse to Montes or
21 ROMERO, even telling one Plaintiff, "stop right there" when he tried to explain his side of the
22 story. Plaintiffs were, therefore, unable to respond to Montes' allegations, and were unable to
23 perform their job in the safest and most effective manner, for fear of retaliation by ROMERO and
24 the SFFD. Plaintiffs also provided names to the investigator of female firefighters they had
25 worked with for many years who could speak to their positive history of working with women,
26 but Plaintiffs are informed and believe DHR failed and refused to speak with some or all of these
27 women.

28 ///

1 28. DHR issued its findings and conclusions regarding Montes' harassment claims in
2 or around August of 2016. DHR reached the seemingly foregone conclusion that Montes' was
3 subjected to harassment/a hostile work environment and retaliation based on her sex/gender.
4 Plaintiffs are informed and believe DHR's investigation was not fair and impartial, it intentionally
5 repudiated and ignored evidence disputing, undermining and/or otherwise discrediting Montes'
6 claims, there was no evidence (let alone sufficient evidence) to support Montes' claims, and DHR
7 engaged in gender bias and discrimination in conducting the investigation, reaching its findings
8 and conclusions, and making its recommendations.

9 29. Plaintiffs are further informed and believe that the SFFD responds to complaints of
10 sex/gender discrimination and/or harassment by male employees in a discriminatory matter as
11 compared to how it responds to such complaints by female employees, including but not limited
12 to, by ignoring such complaints from male employees; failing to conduct fair, impartial, non-
13 discriminatory investigations into such complaints by male employees; failing to discipline and
14 stop discrimination, harassment, and/or retaliation against male employees and instead allowing it
15 to continue; and failing to enforce anti-discrimination/harassment policies in response to
16 workplace discrimination, harassment, and/or retaliation of and against male employees.

17 30. On or about August 31, 2016, SFFD informed Plaintiffs that due to Montes'
18 allegations, Station 2's entire command staff who had served in any permanent or regular
19 capacity at any time between January 1, 2016 through July 31, 2016 would be involuntarily
20 transferred and banned from applying to return to Station 2 for three years, through October 2019.

21 31. Ultimately, these officers were transferred in or around October 2016, and the 3-
22 year ban remains in place to this day. Among those transferred were Plaintiffs ROCCO and
23 GUZMAN, who were not even assigned to Station 2 during the time Montes alleged she was
24 harassed, such that that they were never in a position to engage in, observe, or respond to any
25 alleged harassment. Further, because Montes complained directly to DHR, rather than through the
26 chain of command, it would have been impossible for any of the command staff to address or
27 remedy any harassment, had it occurred. SFFD also reassigned ROMERO along with the rest of
28 the command staff, but to a station closer to Montes' home—Station 31 in the Richmond—just

1 one neighborhood from Montes' home in the Sunset. SFFD also involuntarily transferred non-
2 officer firefighters MOLLOY and MILES from Station 2.

3 32. Members of the United Fire Service Women of San Francisco spoke out to the San
4 Francisco Fire Commission in support of Plaintiffs and against the action taken against them by
5 the SFFD in response to Montes' allegations, but the SFFD seemily ignored their protests.

6 33. The involuntary transfers SFFD imposed on Plaintiffs substantially, materially,
7 and adversely affected the terms, conditions, and privileges of their employment and were and are
8 reasonably likely to impair their job performance and/or prospects for advancement or promotion,
9 including but not limited to by transferring Plaintiffs away from one of the busiest fire stations in
10 the city. Not only were the transfer and ban professionally damaging to Plaintiffs, they were
11 deeply humiliating.

12 34. DHR and the SFFD conducted further investigations into additional harassment
13 and retaliation claims by Montes and ROMERO. These investigations, their findings,
14 conclusions, and/or recommendations suffered from the same deficiencies and bias as DHR's
15 May 2016 investigation, as described above.

16 35. On or about February 20, 2017, Daly City police arrested ROMERO at a bar in
17 Westlake because he slapped Montes across the face in front of a room full of patrons. ROMERO
18 was arrested for misdemeanor domestic violence, a crime that requires a former or current
19 intimate relationship between the perpetrator and victim, i.e. ROMERO and Montes. Despite this
20 and other mounting evidence undermining ROMERO and Montes' credibility and that of the
21 allegations they made against Plaintiffs, the SFFD has failed and refused to lift the 3-year ban
22 imposed on Station 2's former officers or clear Plaintiffs' names.

23 36. To the contrary, on February 7, 2017, the SFFD required all Station 2 personnel to
24 attend an in-person sexual harassment presentation, which was video recorded. The presentation
25 explicitly referred to Station 2 and the harassment allegations made by Montes against Station 2
26 firefighters. SFFD thereafter distributed the video recording of this presentation to SFFD
27 personnel as a training video, further humiliating Plaintiffs.

28 ///

1 provisions of California Government Code Section 12965(b), Plaintiffs are entitled to the
2 reasonable value of such attorney's fees.

3 **SECOND CAUSE OF ACTION**

4 **FOR HARASSMENT BASED ON SEX AND/OR GENDER IN VIOLATION OF FEHA,**

5 **CAL. GOV. CODE § 12900, et seq.**

6 (As Against all Defendants, and DOES 1 - 100, inclusive)

7 47. Plaintiffs incorporate by this reference each and all of the allegations contained in
8 paragraphs 1 through 80 of this complaint as fully as though set forth at length herein.

9 48. California Government Code Section 12940(j)(1) makes it an unlawful
10 employment practice for an employer or person "because of . . . sex [or] gender . . . to harass an
11 employee"

12 49. Defendants, SFFD, and each of them, are "employers" within the meaning of
13 California Government Code Section 12940(j)(4)(A), and are subject to FEHA as employers of
14 one (1) or more person(s).

15 50. Defendant SAM ROMERO, and each of them, was and is a supervisor of the
16 SFFD who participated in sexual favoritism, as alleged above.

17 51. Plaintiffs were subjected to unwanted harassment by employees, supervisors,
18 directors and/or managers of Defendants, and each of them, because of their sex and/or gender.

19 52. The harassing conduct was so severe and/or pervasive as to alter the conditions of
20 Plaintiffs' employment and create a hostile and abusive work environment that affected tangible
21 aspects of their compensation, terms, conditions, and/or privileges of employment.

22 53. The harassing conduct was so widespread and/or persistent that a reasonable
23 person in Plaintiffs' circumstances would have considered the work environment to be hostile
24 and/or abusive, and Plaintiffs in fact considered the work environment created by Defendants, and
25 each of them, to be hostile and/or abusive.

26 54. Defendants, and each of them, including supervisors and/or agents of Defendant,
27 and each of them, knew or should have known of the harassing conduct and failed to take
28 immediate and appropriate corrective action.

1 55. Defendants, and each of them, are vicariously and strictly liable under FEHA for
2 sex and/or gender-based harassment of Plaintiffs by supervisors with immediate or successively
3 higher authority over Plaintiffs within the meaning of California Government Code Section
4 12926(s), including but not limited to, that by Defendant SAM ROMERO, and each of them.

5 56. As a direct and proximate result of the acts of Defendants, and each of them, as
6 alleged above, Plaintiffs have suffered and will continue to suffer economic damages and other
7 compensatory damages in an amount to be ascertained at the time of trial.

8 57. As a further direct and proximate result of the acts of Defendants, and each of
9 them, as alleged above, Plaintiffs have suffered mental, emotional, and/or physical distress, and
10 have been generally damaged in an amount to be ascertained at the time of trial.

11 58. The above-described acts of Defendant, SAM ROMERO, and each of them, were
12 willful, intentional and malicious and done with the intent to vex, injure and annoy Plaintiffs and
13 warrant the imposition of exemplary and punitive damages in an amount sufficient to punish said
14 Defendants, and each of them, and to deter others from engaging in similar conduct. Defendant,
15 SAM ROMERO, and each of them, authorized and ratified the wrongful acts of their agents and
16 employees, knew in advance that their agents and employees were likely to commit such acts and
17 employed them with conscious disregard of the rights or safety of others, and/or their officers,
18 directors, and/or managing agents were themselves guilty of oppression, fraud, and malice.
19 Defendant SAM ROMERO, and each of them, harassed and/or otherwise discriminated against
20 Plaintiffs and were officers, directors, and/or managing agents who were vested with
21 discretionary authority to make decisions affecting policies regarding significant aspects of the
22 entity. These officers, directors, and/or managing agents acted with malice in harassing and/or
23 otherwise discriminating against Plaintiffs in that they did so because of their sex and/or gender
24 despite knowing it was illegal to do so under California and federal law, in conscious disregard of
25 Plaintiffs' rights. Those officers, directors, and/or managing agents who harassed and/or
26 otherwise discriminated against Plaintiffs further acted with malice by fabricating false reasons
27 for doing so in order to cover up their true, discriminatory reason(s).

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9. For equitable relief, including injunctive relief where available, including, but not limited to, injunctive relief pursuant to *Harris v. City of Santa Monica* (2013) 56 Cal.4th 203;

10. For such other and further relief as the Court deems just and proper.

Dated: February 20, 2018

SARNOFF + SARNOFF
A Professional Corporation



By: _____
RAVEN W. SARNOFF
Attorneys for Plaintiffs
SAMSON LAI, RAYMOND GUZMAN,
DAVID THOMPSON, JOHN ROCCO,
MICHAEL THOMPSON, LUIS IBARRA-
RIVERA, RICHARD MILES, and DANIEL
MOLLOY

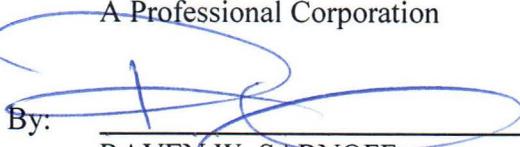
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all issues so triable.

Dated: February 20, 2018

SARNOFF + SARNOFF
A Professional Corporation



By:

RAVEN W. SARNOFF
Attorneys for Plaintiffs
SAMSON LAI, RAYMOND GUZMAN,
DAVID THOMPSON, JOHN ROCCO,
MICHAEL THOMPSON, LUIS IBARRA-
RIVERA, RICHARD MILES, and DANIEL
MOLLOY