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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF ORANGE

9 ANNA ARAUJO, an individual,  
10 Plaintiff,  
11 vs.  
12 CITY OF ANAHEIM (ANAHEIM FIRE  
13 & RESCUE), and DOES 1 through 25,  
14 inclusive,  
15 Defendants.

Case No: 30-2018-01009585-CU-WT-CJC  
Judge Thomas A. Delaney  
COMPLAINT FOR DAMAGES,  
INJUNCTIVE AND DECLARATORY  
RELIEF

1. Gender Discrimination (Cal. Gov. Code § 12940)
2. Race, Color and Ancestry Discrimination (Gov. Code § 12940)
3. Retaliation (Gov. Code § 12940(h))
4. Hostile Environment Harassment (Gov. Code § 12940(j))
5. Failure to Take Reasonable Steps (Gov. Code § 12940(k))
6. Retaliation (Gov. Code § 1102.5)
7. Failure to Pay Overtime Wages (Lab. Code § 510)
8. Failure to Pay Wages at Termination (Labor Code § 202, 203)

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

23  
24 1. Plaintiff ANNA ARAUJO is a brave and accomplished firefighter, the  
25 only woman to complete Anaheim's Fire Academy in 13 years. The Anaheim Fire  
26 Department is 99% male. Ms. Araujo had already proven herself as a firefighter over  
27 years at the Kern County Fire Department and elsewhere. She should have finished  
28 probation on May 19, 2018. Instead, only men finished probation, nearly all of them

1 white. Ms. Araujo was held to different and more arduous standards than these white  
2 men were, prohibited from redoing evolutions she allegedly made too many mistakes on  
3 when the men routinely were allowed “do-overs” of more critical failures than she ever  
4 had. (Evolutions are tasks or a series of tasks, usually with either ladders or hose.)

5 2. Ms. Araujo allegedly failed at the conclusion of her probationary year for  
6 flubbing a single ladder throw at the end of a grueling series of evolutions, a feat she  
7 had accomplished numerous times during the year at Anaheim despite its being her  
8 most difficult challenge. Until Anna, no one had ever been flunked out at the end of  
9 their probationary year in at least the past 17 years. And the men being tested were  
10 permitted to do their most challenging tasks earlier in the day, before fatigue and  
11 exhaustion set in.

12 3. Ms. Araujo, a Latina partially of Mexican ancestry, demanding injunctive  
13 and declaratory relief as well as damages, and demanding a jury trial, complains and  
14 alleges the following against CITY OF ANAHEIM (“Anaheim”), and DOES 1 through  
15 25, inclusive (collectively, “Defendants”).

16 4. Plaintiff set an example for women who aspire to become firefighters. At  
17 just 5’5” tall, she met or exceeded the standards imposed on men much taller and larger  
18 than she is. She asked only to be treated the same as the men were treated.

### 19 **JURISDICTION AND VENUE**

20 5. This Court has jurisdiction pursuant to California Code of Civil Procedure  
21 § 410.10. Venue is proper in this Court under California Code of Civil Procedure §§  
22 395 and 395.5 because Defendants operate in this County, made the decision to  
23 terminate Plaintiff in this County, and ratified the decision to fire her in this County.

24 6. Venue is also proper because, on information and belief, records relevant to  
25 Plaintiff’s employment are located in Orange County. In addition, Plaintiff performed  
26 her work duties in Orange County.

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28 ////

1 **PARTIES**

2 7. Plaintiff is an accomplished firefighter. She successfully completed three  
3 different fire academies and served with distinction at Warner Brothers and Kern  
4 County. She mentored aspiring firefighters. She tried to lead by example.

5 8. Defendant CITY OF ANAHEIM (“Anaheim”) is, and at all times material  
6 to this complaint was, a municipality that operates a fire department, Anaheim Fire &  
7 Rescue (“Fire & Rescue”). On information and belief, Anaheim has approximately 200  
8 firefighters, all but two of whom are men. The overwhelming majority of men are  
9 white. There are only two women firefighters; they came on together in 2005. One is  
10 married to a captain at Fire & Rescue. Anaheim Fire & Rescue is headed by Chief  
11 Randy Bruegman, who has been notoriously difficult on women firefighters wherever  
12 he worked. Bruegman came to Anaheim from Fresno, where he was Chief when a  
13 woman firefighter recruit successfully sued its Fire Department for millions of dollars.

14 9. Plaintiff is ignorant of the true names and capacities of Defendants  
15 sued herein as DOES 1 - 25, inclusive, and therefore sues these Defendants by such  
16 fictitious names and capacities. Plaintiff is informed and believes, and on that basis  
17 alleges, that each Defendant sued under such fictitious names is in some manner  
18 responsible for the occurrences herein alleged, and that Plaintiff’s injuries as herein  
19 alleged were proximately caused by the conduct of such Defendants.

20 10. Plaintiff is informed and believes and thereupon alleges that, at all times  
21 material herein, each of the Defendants was functioning as the agent, servant, partner,  
22 employee and/or working in concert with his, her or its co-Defendants and was acting  
23 within the course and scope of such agency, partnership, employment and/or  
24 concerted activity. To the extent that certain acts and omissions were perpetrated by  
25 certain Defendants, each remaining Defendant confirmed and ratified such acts and  
26 omissions of the co-Defendants, and in doing the actions mentioned below was acting  
27 within the course and scope of his, her or its authority as such agent, servant,  
28 partner, and employee with the permission, consent and ratification of the co-

1 Defendants.

2 11. Plaintiff is informed and believes and thereupon alleges that, at all times  
3 material herein, each defendant was completely dominated and controlled by his,  
4 her or its co-defendants. Whenever and wherever reference is made in this complaint to  
5 any act or failure to act by a Defendant or Defendants, such allegations and reference  
6 shall also be deemed to mean the acts and failures to act of each Defendant acting  
7 individually, jointly, and severally. Whenever and wherever reference is made to  
8 individuals who are not named as Plaintiff or Defendants in this complaint but who  
9 were employees/agents of Defendants, such individuals at all relevant times acted on  
10 behalf of Defendants within the course and scope of their employment.

11 12. Plaintiff is informed and believes and thereupon alleges that, at all  
12 times material herein, Defendants and each of them, and/or their agents/employees  
13 or supervisors, authorized, condoned and ratified the unlawful conduct of each other.

14 13. Plaintiff is informed and believes and thereupon alleges that, at all  
15 times material herein, Defendants, and/or their agents/employees knew or reasonably  
16 should have known that unless they intervened to protect Plaintiff, and to adequately  
17 supervise, prohibit, control, regulate, discipline, and/or otherwise penalize the conduct  
18 of the employees of Defendant Anaheim, the remaining Defendants and employees  
19 perceived the conduct and omissions as being ratified and condoned.

20 **EXHAUSTION OF REMEDIES**

21 14. Plaintiff timely filed a complaint with the California Department  
22 of Fair Employment and Housing, and received a right-to-sue letter. Plaintiff also timely  
23 filed a tort claim with the City of Anaheim. More than 45 days have passed since she  
24 filed the tort claim. She has therefore exhausted all her administrative remedies.

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

26 15. Ms. Araujo has successfully completed three fire academies, including El  
27 Camino's, Kern County's and Anaheim's. Most candidates fail while still in the  
28 academy, not after a full year as a firefighter. Fire academies have always been

1 especially challenging for women with their smaller bodies and less upper body strength  
2 than men. Still, although the firefighting profession is still heavily male-dominated,  
3 women have made steady inroads in departments nationwide.

4 16. Ms. Araujo did so well at El Camino Academy that she was asked to serve  
5 as a mentor to the academy class right after hers. In fact, she is so well regarded at El  
6 Camino that she has been invited to become an instructor for its next class.

7 17. Yet even in the years 2017 and 2018, Ms. Araujo was subjected to some  
8 of the same harassment and disparate treatment that women have notoriously endured  
9 for decades: being falsely accused of sleeping with a captain, and being falsely accused  
10 of having filed sexual harassment complaints and lawsuits at past jobs as well as at  
11 Anaheim. The circulation of such rumors created a hostile work environment and made  
12 it even more difficult to bond with fellow firefighters and receive equal treatment and  
13 opportunities.

14 18. Nepotism and legacy hiring is rife at Anaheim Fire & Rescue. Brothers  
15 and sons are hired; fathers even evaluate their sons, and men evaluate their brothers.

16 19. One of the duties of probationary firefighters is giving classes, such as on  
17 the operation of particular pieces of equipment. It takes a great deal of time and  
18 preparation to give such classes. Ms. Araujo had to give them throughout her tour; at  
19 least one of the legacy hires, whose father had been a chief and whose brother was a  
20 current firefighter, never had to give a single class. Another legacy hire routinely  
21 violated rules and was not disciplined for it.

22 20. The training chief was harder on Ms. Araujo than on any other  
23 probationary firefighter. He excessively scrutinized her work. It was readily apparent  
24 that this chief was following Ms. Araujo around, watching her in a way he never did  
25 with the men, thereby furthering the hostile work environment to which she was  
26 subjected.

27 21. At the time of her 6-month test, Ms. Araujo was treated far worse by the  
28 firefighter administering the test than the men were. When Ms. Araujo brought this up

1 to the training chief, the latter told her she should not be saying anything, as this  
2 firefighter was “one of my main guys and you are on probation.”

3 22. Ms. Araujo had more firefighting experience than most of the men in her  
4 class. On information and belief, only three men had more experience than she did.

5 23. The day of her final test as a probationary firefighter, she was purposely  
6 assigned her most difficult task at the end of all her ladder evolutions, when she was  
7 experiencing serious fatigue. The most challenging task for Plaintiff involved “throwing  
8 a 20 foot straight ladder.” She made the throw. It was not her best, but she did not have  
9 a “critical fail.” She was able to get the ladder up, get it down and get it back in the  
10 truck, alone, all without dropping the ladder.

11 24. Yet she was accused of having failed this task, allegedly because she  
12 failed to look up at a certain point in the task. Ms. Araujo adamantly denies this.

13 25. Throughout her year at Anaheim, Ms. Araujo observed that men were able  
14 to repeat tasks after “critical fails,” even the most basic tasks that every firefighter is  
15 expected to master early on in training. She observed men making the same mistakes  
16 she did, but with no adverse consequences: she’d be written up; they’d get a pass for the  
17 very same mistake.

18 26. For her last critical rotation as a probationary firefighter, Ms. Araujo was  
19 purposely partnered with “the weakest link”: the man with the worst skills and work  
20 ethic, someone who was essentially worthless in helping Ms. Araujo prepare for the  
21 final test. Still Ms. Araujo’s skills continued to improve throughout the entire  
22 probationary year.

23 27. While in the Anaheim Fire Academy, recruits were supposed to work  
24 eight hour days. While other departments are diligent about making people stop work  
25 after eight hours, it was different for recruits. The schedule was nominally 8 am – 5 pm,  
26 but the recruits, including Plaintiff, frequently did not finish until 7:30 or 8 pm. But all  
27 work after 5 pm was off the clock and the recruits were not paid for it, as the training  
28 chief well knew.



1 same protected class were retained while she was terminated. Such discrimination is in  
2 violation of Government Code § 12940 and has resulted in injury to Plaintiff.

3 34. As a proximate result of Defendants' willful, knowing and malicious  
4 discrimination against her, Plaintiff has suffered and continues to suffer losses in  
5 earnings, benefits and other consequential damage in amounts according to proof, but  
6 believed to exceed \$1 million.

7 35. Pursuant to Government Code § 12965(b), Plaintiff seeks recovery of her  
8 attorneys' fees and costs against Defendants, and each of them.

9  
10 **SECOND CAUSE OF ACTION**

11 **(Race, Color and Ancestry Discrimination in Violation of Gov. Code § 12940)**

12 **(Against Anaheim and Does 1-25)**

13 36. As a separate and distinct cause of action, Plaintiff complains and  
14 realleges all the allegations contained in this complaint, and incorporates them by  
15 reference into this cause of action as though fully set forth herein, excepting those  
16 allegations which are inconsistent with this cause of action.

17 37. At all times relevant to this Complaint, Defendants were subject to  
18 the provisions of the Fair Employment and Housing Act ("FEHA"), and in particular  
19 Government Code § 12940. This section requires Defendants from discriminating  
20 against any employee on the basis of race, color and ancestry, among other things.

21 38. Within the time provided by law, Plaintiff filed a complaint with the  
22 California Department of Fair Employment and Housing, in full compliance with these  
23 sections, and has received and served a right-to-sue letter.

24 39. Ms. Araujo is a member of a protected class within the meaning of the  
25 aforesaid Government Code section. Plaintiff alleges that her race, color and ancestry  
26 were factors in Defendants' actions as alleged above, including her termination.  
27 Employees not in the same protected class were retained while she was terminated.  
28 Such discrimination is in violation of Government Code § 12940 and has resulted in

1 injury to Plaintiff.

2 40. As a proximate result of Defendants' willful, knowing and malicious  
3 discrimination against her, Plaintiff has suffered and continues to suffer losses in  
4 earnings, benefits and other consequential damage in amounts according to proof, but  
5 believed to exceed \$1 million.

6 41. Pursuant to Government Code § 12965(b), Plaintiff seeks recovery of her  
7 attorneys' fees and costs against Defendants, and each of them.

8 **THIRD CAUSE OF ACTION**

9 **Retaliation - Violation of Cal. Gov't Code § 12940(h)**

10 **(Against Anaheim and Does 1-25)**

11 42. As a separate and distinct cause of action, Plaintiff complains and  
12 realleges all the allegations contained in this complaint, and incorporates them by  
13 reference into this cause of action as though fully set forth herein, excepting those  
14 allegations which are inconsistent with this cause of action.

15 43. At all relevant times herein and in violation of California Government  
16 Code §12940(h), Defendants and each of them, and/or their agents/employees, retaliated  
17 against Plaintiff by adversely affecting her employment and retaliating against her after  
18 she engaged in protected activity as set forth above.

19 44. Within the time provided by law, Plaintiff filed a complaint with the  
20 California Department of Fair Employment and Housing, in full compliance with these  
21 sections, and has received and served a right-to-sue letter.

22 45. As a proximate result of Defendants' willful, knowing, and intentional  
23 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain  
24 substantial losses in earnings and other employment benefits.

25 46. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff  
26 has suffered and continues to suffer from depression, humiliation, embarrassment,  
27 shame, and emotional distress. Plaintiff has suffered and continues to suffer a loss of  
28 earnings and other employment benefits. Plaintiff is thereby entitled to general and

1 compensatory damages in amounts to be proven at trial. Wherefore, Plaintiff prays for  
2 relief as set forth below.

3 47. As a proximate result of Defendants' willful, knowing, and intentional  
4 discrimination against and harassment of Plaintiff, Plaintiff has sustained and continues  
5 to sustain substantial losses in earnings and other employment benefits, in an amount  
6 believed to exceed \$1 million.

7 48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff  
8 has sustained and continues to sustain pain and suffering, severe mental anguish and  
9 emotional distress. Plaintiff is thereby entitled to general and compensatory damages in  
10 amounts to be proven at trial.

11 49. Pursuant to Government Code § 12965(b), Plaintiff seeks recovery of her  
12 attorneys' fees and costs against Defendants, and each of them.

#### 13 **FOURTH CAUSE OF ACTION**

##### 14 **Hostile Work Environment Harassment - Violation of Cal. Gov't Code § 12940(j)** 15 **(Against All Defendants)**

16 50. As a separate and distinct cause of action, Plaintiff complains and  
17 realleges all the allegations contained in this complaint, and incorporates them by  
18 reference into this cause of action as though fully set forth herein, excepting those  
19 allegations which are inconsistent with this cause of action.

20 51. By their conduct alleged above, Defendants created a hostile  
21 environment for Plaintiff, thereby causing her harm, all in violation of California  
22 Government Code § 12940(j).

23 52. Defendants purposely created a hostile environment. As a direct and  
24 proximate result of Defendants' maintaining a hostile environment for Plaintiff, Plaintiff  
25 has sustained and continues to sustain substantial losses including future earnings.

26 53. As a further direct and legal result of the acts and conduct of  
27 Defendants, and each of them, as aforesaid, Plaintiff has been caused to and did suffer  
28

1 and continues to suffer severe emotional and mental distress, anguish, humiliation,  
2 embarrassment, fright, shock, discomfort and anxiety. The exact nature, duration, and  
3 extent of such injuries are presently unknown to Plaintiff. Plaintiff is thereby entitled to  
4 general and compensatory damages in amounts as prayed below and to be proven at  
5 trial. Wherefore Plaintiff prays for relief as set forth below.

6 54. As a proximate cause of the aforementioned violations, Plaintiff has been  
7 damaged in an amount according to proof at time of trial, but in an amount in excess of  
8 the jurisdiction of this Court.

9 55. Plaintiff also seeks attorneys' fees and costs to the full extent allowable by  
10 law.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Take Reasonable Steps – Violation of Cal. Gov't Code § 12940(k)**

13 **(Against Anaheim and Does 1-20)**

14 56. As a separate and distinct cause of action, Plaintiff complains and  
15 realleges all the allegations contained in this complaint, and incorporates them by  
16 reference into this cause of action as though fully set forth herein, excepting those  
17 allegations which are inconsistent with this cause of action.

18 57. At all times mentioned in this complaint, Government Code § 12940(k)  
19 was in full force and effect and was binding on Defendants. This subsection requires  
20 Defendants to take all reasonable steps necessary to prevent discrimination, retaliation  
21 and harassment from occurring. As alleged above, Defendants violated this subsection  
22 by failing to take all reasonable steps necessary to prevent discrimination, retaliation  
23 and harassment from occurring.

24 58. Within the time provided by law, Plaintiff filed a complaint with the  
25 California Department of Fair Employment and Housing, in full compliance with these  
26 sections and has received and served a right-to-sue letter.

27 ///

28 ///



1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages -- Violation of California Labor Code § 510**  
3 **(Against Anaheim and Does 1-25)**

4 66. As a separate and distinct cause of action, Plaintiff complains and  
5 realleges all of the allegations contained in this complaint, and incorporates them by  
6 reference into this cause of action as though fully set forth herein, excepting those  
7 allegations which are inconsistent with this cause of action.

8 67. California Labor Code § 510 requires employers to pay employees  
9 overtime wages for all hours worked in excess of 8 hours in a day, and in excess of 40  
10 hours per week.

11 68. Defendants suffered Plaintiff to work in excess of eight hours per day and  
12 forty hours per week, but did not pay her overtime for those hours worked.

13 69. Because Defendants failed to pay Plaintiff overtime wages due her,  
14 Plaintiff seeks all such wages due her, together with interest, attorney's fees and costs of  
15 suit.

16 **EIGHTH CAUSE OF ACTION**

17 **Failure to Wages Owed at Termination and for Waiting Time Penalties**  
18 **(Against Anaheim and Does 1-25)**

19 70. As a separate and distinct cause of action, Plaintiff complains and  
20 realleges all of the allegations contained in this complaint, and incorporates them by  
21 reference into this cause of action as though fully set forth herein, excepting those  
22 allegations which are inconsistent with this cause of action.

23 71. California Labor Code § 201 requires an employer to pay all wages due an  
24 employee immediately upon his or her discharge from employment. This includes all  
25 accrued leave.

26 72. Pursuant to Labor Code § 203, if an employer willfully fails to timely pay  
27 all wages due an employee upon his or her discharge or resignation from employment,  
28 the employee's wages continue until he or she is paid all wages due, up to thirty days.



