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Electronically FILED by
Superior Court of California,
County of Los Angeles
10/31/2024 5:30 PM
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Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

7 Attorneys for Plaintiff GUILHERME GUIMARAES

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 GUILHERME GUIMARAES,

11 Plaintiff,

12 vs.

13 COUNTY OF LOS ANGELES, a government
14 entity; LOS ANGELES COUNTY FIRE
DEPARTMENT, a government entity; and
15 DOES 1 through 100, inclusive,

16 Defendants.

Case No: **24STCV28654**

COMPLAINT FOR DAMAGES

1. Harassment in Violation of FEHA
(Cal. Gov't Code § 12940 *et seq.*)
2. Retaliation in Violation of FEHA
(Cal. Gov't Code § 12940 *et seq.*)
3. Failure to Take All Reasonable Steps to Prevent
Discrimination/Retaliation
(Cal. Gov't Code § 12940 *et seq.*)

DEMAND FOR JURY TRIAL

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20 COMES NOW Plaintiff, GUILHERME GUIMARAES, and hereby demands a trial by jury,
21 and based on information and belief complains and alleges as follows:

22
23 **THE PARTIES**

24 1. At all times relevant hereto, Plaintiff GUILHERME GUIMARAES (“Guimaraes” or
25 “Plaintiff”) was employed with the Los Angeles County Fire Department (“the LACoFD” or
26 “Department”) and was a competent adult.

27 2. Plaintiff is informed and believes and thereon alleges that, at all times relevant hereto,
28 Defendant County of Los Angeles (“County” or “Defendant”) was a public entity violating laws

1 within the State of California in the County of Los Angeles. At all times pertinent hereto, Defendant
2 City owned, controlled, and operated the public safety agency known as the LOS ANGELES
3 COUNTY FIRE DEPARTMENT ("LACoFD").

4 3. Plaintiff is informed and believes and thereupon alleges that Defendants DOES 1
5 through 100, inclusive, and each of them, at all times relevant hereto, were individuals or public,
6 business, and/or other entities whose form is unknown committing torts in and/or engaged in
7 purposeful economic activity within the County of Los Angeles, State of California.

8 4. The true names and capacities of Defendants DOES 1 through 100, and each of them,
9 whether individual, corporate, associate or otherwise, are unknown to Plaintiff at this time, therefore
10 Plaintiff sues said Defendants by such fictitious names. Plaintiff will file DOE amendments, and/or
11 ask leave of court to amend this complaint to assert the true names and capacities of these Defendants
12 when they have been ascertained. Plaintiff is informed and believes, and upon such information and
13 belief alleges, that each Defendant herein designated as a DOE was and is in some manner,
14 negligently, wrongfully, or otherwise, responsible and liable to Plaintiff for the injuries and damages
15 hereinafter alleged, and that Plaintiff's damages as herein alleged were proximately caused by their
16 conduct.

17 5. Plaintiff is informed and believes, and thereon alleges, that at all times material herein
18 the Defendants, and each of them, were the agents, servants, or employees, or ostensible agents,
19 servants, and employees of each other Defendant, and as such, were acting within the course and
20 scope of said agency and employment or ostensible agency and employment, except on those
21 occasions when Defendants were acting as principals, in which case, said Defendants; and each of
22 them, were negligent in the selection, hiring, and use of the other Defendants.

23 6. At all times mentioned herein, each of the Defendants was the co-tortfeasor of each of
24 the other Defendants in doing the things hereinafter alleged.

25 7. Plaintiff is further informed and believes that at all times relevant hereto, Defendants,
26 and each of them, acted in concert and in furtherance of the interests of each other Defendant. The
27 conduct of each Defendant combined and cooperated with the conduct of each of the remaining
28 Defendants so as to cause the herein described incidents and the resulting injuries and damages to

1 Plaintiff.

2
3 **VENUE AND JURISDICTION**

4 8. At all relevant times hereto, Plaintiff was residing in the County of Los Angeles, State
5 of California.

6 9. At all relevant times hereto, the Defendants, and each of them, were residents of the
7 County of Los Angeles, State of California.

8 10. The wrongful conduct alleged against the Defendants, and each of them, occurred in
9 the County of Los Angeles, State of California. At all relevant times hereto, the conduct at issue was
10 part of a continuous and ongoing pattern of behavior.

11 11. This Court is the proper court because the wrongful acts that are the subject of this
12 action occurred here, at least one Defendant now resides in its jurisdictional area, and injury to person
13 or damage to personal property occurred in its jurisdictional area.

14 12. Plaintiff has complied with and/or exhausted any applicable claims statutes and/or
15 administrative and/or internal remedies and/or grievance procedures, and/or is excused from
16 complying therewith. Plaintiff filed a complaint with the California Civil Rights Department (“CRD”)
17 on or about October 22, 2024, and was issued a right-to-sue notice on or about October 22, 2024.

18
19 **GENERAL ALLEGATIONS**

20 13. At all times relevant to this claim, Guilherme “Will” Guimaraes (“Plaintiff”) was
21 employed by the County of Los Angeles Fire Department (“LACoFD” or “Department”) as a
22 Firefighter. Plaintiff was qualified for the positions he held due to his education, experience, and
23 training. He continues to serve as a Firefighter for LACoFD in good standing.

24 14. On a continuing and ongoing basis, beginning in or around 2018, Plaintiff, has been
25 subjected to discrimination and harassment because of his disability and retaliation for opposing
26 and/or complaining of unlawful discrimination harassment and/or retaliation he witnessed in the
27 workplace. Moreover, Plaintiff’s colleagues, Eric Barnett (“Barnett”), and others, presently unknown,
28 fostered a discriminatory attitude, particularly against homosexuals, and his medical conditions and

1 continuously retaliated against Plaintiff. Their behavior was allowed, condoned, and ratified by the
2 Department, contributing to the pervasive toxic culture.

3 15. On or around August 2017, Plaintiff was exposed to toxic smoke and benzene during
4 his duties as a firefighter. This exposure led to a diagnosis of aplastic anemia, a life-threatening
5 disorder that severely affected his ability to produce new blood cells. As a result, Plaintiff underwent
6 various treatments, including blood and platelet transfusions, chemotherapy, and, ultimately, a bone
7 marrow transplant on January 3, 2018. Plaintiff was forced to take 20 months of medical leave while
8 he battled the illness.

9 16. With a love for his position as a firefighter and a commitment to serving his
10 community, Plaintiff returned to work in December 2019 and was assigned to a firefighter/deckhand
11 position at Fire Station 110 (FS 110) in Marina Del Rey. Given the severity of his medical condition,
12 his physician Dr. Nacamura at City of Hope recommended that Plaintiff be accompanied by a service
13 dog to help manage his medical needs. However, instead of accommodating this legitimate request,
14 the Department prematurely transferred him to Fire Station 171 (FS 171) in Inglewood without prior
15 notice or explanation.

16 17. In or around 2020, after just one week at FS 171, Plaintiff received a phone call
17 informing him that he had to attend a Professional Performance Section (PPS) meeting, with a
18 recommendation to bring a union representative. No additional details or documentation were
19 provided. During the meeting, Employee Relations informed Plaintiff that if he intended to bring his
20 service dog to work, he would be transferred from FS-110 to another facility elsewhere. To retain his
21 position at FS 110, which offered better ventilation and fewer toxic fumes, Plaintiff reluctantly chose
22 not to bring his service dog to work.

23 18. Following his transfer, Plaintiff faced unnecessary delays in integrating into his new
24 role. Captain Doyle intentionally postponed providing him with the required deckhand task book,
25 delaying his ability to perform his duties for several months. This action was atypical and appeared
26 to reflect a growing pattern of obstruction against Plaintiff. Furthermore, for over a year, he was
27 denied access to a personal locker to store his gear and personal belongings, further isolating him
28 from his team.

1 19. Beginning in or around February 2021, a new firefighter named Eric Barnett
2 (“Barnett”) joined the station. From the beginning, Barnett quickly established himself as a disruptive
3 presence, making offensive and derogatory comments, particularly about homosexuals. His
4 inappropriate remarks targeted both the station’s captain and another male firefighter, both of whom
5 are openly gay. Barnett's comments included making crude remarks to other firefighters when the
6 captain’s husband visited the station, such as suggesting that the two men would “find ways to suck
7 each other off.” These comments struck a personal chord with Plaintiff, who has a relative who is
8 gay, making him feel particularly uncomfortable and unwelcome in the station. Despite his
9 discomfort, Plaintiff immediately reported Barnett’s behavior to his captain, a peer support counselor,
10 and two peer support advisors. Although these complaints were documented, no corrective action
11 was taken to address the harassment. The offensive behavior continued unabated.

12 20. In or around March 2021, after Barnett became aware of Plaintiff’s complaints about
13 Barnett’s behavior, a physical confrontation occurred in the station locker room. Barnett demanded
14 that Plaintiff vacate his locker, and the conversation quickly turned heated. During the altercation,
15 Barnett tore down photos of Plaintiff’s children from the locker, an act that crossed personal
16 boundaries and deeply upset him. Although Plaintiff reported the incident to his Captain in detail, the
17 unspoken rules of the station’s culture discouraged him from filing an official grievance. Especially
18 given that Barnett’s behavior wasn’t dealt with and instead retaliation came from it, Plaintiff was
19 dissuaded from trusting the system put in place to protect him. Instead, the Captain told Plaintiff to
20 "handle it personally," allowing Barnett’s hostile actions to go unchallenged through formal channels.

21 21. Following the locker room incident, Barnett continued to harass Plaintiff. He publicly
22 ridiculed Plaintiff’s medical history, questioning the legitimacy of his illness and mocking him for
23 the time he had taken off work to recover. For example, Barnett questioned openly whether Plaintiff
24 “really” had cancer, accusing him of taking advantage of the system. Barnett’s comments extended
25 beyond Plaintiff’s medical history. Barnett also made derogatory remarks about Plaintiff’s role as a
26 father. Barnett questioned whether it was Plaintiff’s custody matters which kept him off work and he
27 made disparaging statements suggesting that parents of gay children are unfit and are the reason
28 behind their children's sexual orientation, further contributing to the toxic work environment.

1 22. At one point, Barnett posted a photo of Plaintiff in the station kitchen with the words
2 "DIPLOMATIC IMMUNITY" scrawled across it. This was intended to suggest that Plaintiff had
3 unfairly avoided work responsibilities due to his medical condition. This photo was later turned over
4 to the County of Los Angeles Policy of Equity Department (CPOE) during a harassment investigation
5 initiated in March 2022. Although the CPOE upheld the allegations against Barnett, he was permitted
6 to continue working at the station alongside Plaintiff. When Plaintiff inquired about this decision,
7 Chief Smith explained, "Once you do your crime, you do your punishment, and you're allowed to
8 rejoin civilization. Barnett did his punishment and can return." Plaintiff was not informed of the
9 specific disciplinary actions taken against Barnett. However, Barnett's harassment of Plaintiff
10 persisted, as he began calling him a "rat" around the station, continuing to question the legitimacy of
11 Plaintiff's medical conditions, and making derogatory comments about homosexual parents,
12 suggesting they ruin their children by making them gay.

13 23. Throughout 2021 and 2022, the leadership at FS 110 was aware of Barnett's behavior
14 and comments towards Plaintiff. However, the Captains did little more than give Barnett a slap on
15 the wrist with logged "coaching and counseling" sessions. Barnett's behavior did not change, and the
16 hostile environment persisted, if not worsened.

17 24. In or around March 2022, during a secondary lineup station meeting led by Captain
18 Vasquez to discuss Barnett's ongoing toxic behavior, Barnett verbally assaulted Plaintiff in front of
19 the entire crew, making similar inappropriate comments about Plaintiff's medical condition and
20 bringing up his children. Despite the presence of supervisors, no one intervened. Additionally,
21 another Captain from a different station remained in the room in case anything further escalated, yet
22 no action was taken. Plaintiff, unable to tolerate the abuse any longer, responded angrily, telling
23 Barnett he was "done with the conversation." Following this incident, Plaintiff filed a formal report
24 with the captain on duty and a CPOE complaint. Despite taking this official action, the harassment
25 did not cease.

26 25. On or around April 1, 2022, Plaintiff was informed that he was being unexpectedly
27 transferred to Fire Station 51 on the C shift. This transfer severely disrupted his child custody
28 arrangements, and when he filed a grievance contesting the move, no explanation was given. Despite

1 asking his Captains, Plaintiff was not given a reason for the transfer, though it was clarified that the
2 transfer was a detailed temporary assignment with no guarantee of a return to FS 110. It became clear
3 that this transfer was a form of retaliation for his formal complaint. Despite his efforts to contest the
4 transfer, Plaintiff was reassigned to a different battalion and stationed at Fire Station 65 in Agoura
5 Hills for eight months. In September 2022, he sustained a work-related injury, tearing his labrum and
6 rotator cuff. He was forced to take more time off for surgery and recovery to be able to return to the
7 job he loved in February of 2023.

8 26. In or around February 2023, as Plaintiff prepared to return to FS 110 following his
9 request to be reassigned there, he discovered that Barnett was also being reassigned to the same
10 station. Distressed by the possibility of encountering his harasser again, Plaintiff filed a grievance
11 seeking an explanation for this decision. However, during the grievance meeting with Battalion Chief
12 Rathbun and Assistant Chief Smith, instead of addressing Barnett's behavior, they questioned
13 Plaintiff about why he had not pursued a promotion, suggesting a lack of career progression. This
14 response only intensified the already hostile environment. Furthermore, although Plaintiff's grievance
15 was denied, he was assured that the Department would take steps to ensure his safety. Despite these
16 assurances, the Department disregarded Plaintiff's complaints about Barnett and reassigned both of
17 them to FS 110.

18 27. By March 2024, Barnett's actions and daily comments aimed at Plaintiff, had
19 escalated to the point where other captains at FS 110 were becoming concerned about the decision to
20 place Plaintiff and Barnett back in the same station. Captains Muldoon, Kaller, and Armellini all filed
21 grievances on Plaintiff's behalf, recognizing the danger and toxicity of the situation. Despite the
22 Captain's efforts, the Department failed to address the hostile work environment, taking no action on
23 the Captains' grievances, failing to remove Barnett from Plaintiff's shifts, or implementing any
24 disciplinary measures, allowing the abusive behavior to continue at Plaintiff's expense.

25 28. On or around May 12, 2024, Plaintiff experienced one of the most shocking and
26 humiliating acts of harassment yet. When he arrived at work, he discovered a strap-on dildo placed
27 in his gear locker—a deliberate and degrading attempt to further mock and humiliate him in front of
28 his colleagues due to his outspoken stance against Barnett's homophobic behavior. Captain Muldoon

1 immediately contacted Battalion Chief Martin Maher, who confiscated the item and instructed
2 Muldoon to file a CPOE complaint on Plaintiff's behalf. Despite this extreme violation, Barnett was
3 not held accountable, and instead, an investigation was launched, allowing Barnett to continue to
4 work with Plaintiff, allowing for the harassment to persist. The following day, Plaintiff filed another
5 grievance regarding the incident, expecting disciplinary action against Barnett. However, Assistant
6 Chief Smith denied the grievance, citing that both Barnett and Plaintiff were union members with
7 rights, using this as a pretext to dismiss Plaintiff and allow for the two to work together.

8 29. In or around late May 2024, Plaintiff made another plea to the Assistant Chief Smith
9 to deal hoping to resolve the ongoing harassment. Instead of addressing Barnett's behavior, Smith
10 pressured Plaintiff to transfer out of FS 110. This suggestion that Plaintiff should leave the station,
11 rather than deal with the root cause of the hostility, further demonstrated the Department's refusal to
12 take responsibility for managing Barnett's conduct. Recognizing the benefits of being at FS 110 in
13 alleviating his medical concerns, Plaintiff took it upon himself to try navigating working in the hostile
14 working environment by adjusting his schedule and taking any shift opposite of Barnett, even if it
15 meant not engaging in overtime opportunities, all to remain at the station.

16 30. In or around late May 2024 it became increasingly clear the Department was not going
17 to come to Plaintiff's aid. On or around May 29, 2024, Plaintiff received a written reprimand, dated
18 May 14, 2024, for his confrontation with Barnett on March 2, 2022—more than two years after the
19 incident. The reprimand came more than two years after the incident and was yet another example of
20 the Department's pattern of selective discipline. The reprimand deeply affected Plaintiff's health; that
21 same day, Plaintiff experienced chest pains while at the station and was rushed to the hospital, where
22 he was admitted overnight for observation with elevated hypertension. Although he filed a grievance
23 to dispute the reprimand, the Department continued to ignore his concerns and ultimately denied his
24 grievance.

25 31. In or around July 2024, Plaintiff filed yet another grievance—this time in response to
26 Barnett taking a voluntary overtime shift on the same apparatus as Plaintiff. The Department was
27 aware that Plaintiff was making efforts to work any shift opposite Barnett, yet Barnett was now
28 actively seeking opportunities to place himself in close proximity to Plaintiff. Once again, the

1 grievance was swiftly denied by Battalion Chief Rathbun and Assistant Chief Smith, with no further
2 explanation. Despite escalating the grievance to Deputy Chief Harris, no response was ever given.

3 32. During this period, Barnett continued to make similar demeaning and inappropriate
4 anti-gay remarks at Plaintiff, further contributing to the hostile work environment. Plaintiff continued
5 to take it in his own hands to try to schedule himself away from Barnett as much as possible but,
6 Barnett, with the Department's knowledge, again continued to go after him.

7 33. In or around early August 2024, Plaintiff's captain informed him that Barnett was once
8 again scheduled to work with him on the boat, despite previous grievances. Fortunately, Captain
9 Muldoon with the help of the card file captain, who also served as the vice president of Union 1014,
10 intervened and changed the schedule to prevent Barnett from working with Plaintiff.

11 34. On or around August 10, 2024, Barnett refused direct orders from the captains and
12 insisted on working with Plaintiff on the boat. Chief Sara Rathbun had to be involved, and Barnett
13 eventually received a written notice of instruction for his behavior. Nevertheless, Barnett's passive-
14 aggressive actions toward Plaintiff persisted. Later that day, Barnett purposely sat uncomfortably
15 close to Plaintiff in the day room despite there being ten open seats, changed the TV channel Plaintiff
16 was watching without asking, and made a troubling comment about purchasing a new gun in front of
17 other firefighters—another clear attempt at intimidation. Aware of the shooting that occurred at LA
18 County Fire Station 81 in the recent past between two colleagues, this act of intimidation further
19 heightened Plaintiff's concerns for his safety.

20 35. To further illustrate Mr. Barnett's intolerable behavior and the Department's
21 awareness of it, on August 10, 2024, Captain Kurt Kobler, Vice President of Union 1014, was
22 involved in a heated discussion at the station's dinner table with Barnett and Firefighter Specialist Joe
23 Jones. During the conversation, politics were discussed, and the topic of homosexuality arose. Barnett
24 went on a loud and public rant criticizing the LGBTQ community, expressing strong opposition to
25 the transgender community, stating that boys should not be allowed in girls' restrooms, and
26 complaining that there were too many politics and laws protecting homosexuals. He asserted that it
27 was unfair for him, as a heterosexual man, to have to tolerate these laws. Captain Kobler was visibly
28 distressed by Barnett's comments and shared a personal experience about his own gay son, who faced

1 discrimination and bullying at school, which ultimately led to his son's suicide last year. Despite this
2 incident, Barnett's behavior has persisted and remains unaddressed.

3 36. On or around September 21, 2024, Plaintiff was unjustly removed from FS 110 and
4 reassigned to Fire Station 75-B in Chatsworth, in retaliation for speaking out against ongoing
5 harassment. The transfer, given without notice, brought several negative consequences. The new
6 assignment, involving direct fire suppression duties, adversely affects Plaintiff's health, which was
7 better managed at FS 110 due to improved air circulation. The transfer also disrupting Plaintiff's
8 custody arrangement and adding personal and professional stress. To make matters worse, upon
9 packing his locker at FS 110, Plaintiff discovered a toy rat in his gear bag, another targeted harassment
10 incident, as a Barnett had previously called him a "rat." Captains were also present for Barnett's
11 specific "RATS" comments and had previously "coached and counseled" Barnett in the office in the
12 past weeks leading up to this. Upon finding the rat in his gear bag, Plaintiff's Captain decided to file
13 a CPOE complaint on his behalf. With the department's unwillingness to address these issues, the
14 overwhelming stress led Plaintiff to take stress leave.

15 37. As a result of engaging in the protected activities described above, on a continuous
16 and ongoing basis, Plaintiff has been subject to numerous acts of harassment, discrimination and
17 retaliation for speaking out against and reporting, standing up for the rights of others and refusing to
18 participate in the unlawful employment practices that violated FEHA.

19 38. As a result of the Department's continuous discrimination, harassment, and
20 retaliation, Plaintiff's career has been materially and adversely affected, irreparably harmed, and
21 damaged. These are some but not all of the actions and/or inactions of the Department that caused
22 Plaintiff harm, as referenced above.

23 39. Plaintiff has suffered both general and special damages in the past and present and
24 will continue to suffer such damages in the future for an unknown period of time. Plaintiff has also
25 suffered and continues to suffer losses in earnings and other employment benefits, as well as past and
26 future non-economic injury. This has caused damage to his professional reputation, his ability to
27 work, caused him to have to take a different retirement path, has caused him to lose overtime
28 opportunities and pay, and will adversely affect his income and pension and other benefits. Moreover,

1 it has adversely affected his personal health and well-being, including medical expenses that are
2 anticipated into the future. Plaintiff has also suffered extensive general damages in the form of
3 anxiety, anguish, and mental suffering. Plaintiff's damages are continuing, and in an amount not yet
4 determined, but in excess of \$25,000.

5 40. The conduct of Defendants, and each of them, was a violation of Plaintiff's rights, as
6 described above, as well as his rights under both state and federal law, including but not limited to
7 the Fair Employment and Housing Act (Cal. Gov't C. §§ 12940, *et seq.*). Therefore, Defendants, and
8 each of them, are liable under FEHA, are liable for retaliation in violation of public policy as
9 identified in *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167 and its progeny and may be liable
10 for constructive discharge. The wrongful conduct of Defendants, and each of them, is continuing and
11 ongoing as of the present date.

12
13 **FIRST CAUSE OF ACTION**

14 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

15 HARASSMENT IN VIOLATION OF FEHA, CAL. GOV'T C. §§ 12940, *ET SEQ.*

16 41. Plaintiff re-alleges and incorporates by reference each and every allegation contained
17 in paragraphs 1–40 of this complaint as though fully set forth herein again.

18 42. At all times herein mentioned, Government Code §§ 12940, *et seq.*, was in full force
19 and effect and were binding upon Defendants, and each of them. Said law required Defendants, and
20 each of them, to refrain from harassing any employee and to provide each employee with a working
21 environment free from harassment.

22 43. Plaintiff was subjected to unwanted harassing conduct in violation of Government
23 Code §§ 12940(j) and § 12926(o).

24 44. At all times herein mentioned, Defendants, and each of them, had actual and/or
25 constructive knowledge of the harassing conduct levied against Plaintiff by Defendants, fellow
26 employees, and superiors. Moreover, discriminatory conduct was also conducted and/or condoned
27 by Defendants, and each of them.

28 45. The harassment was severe and/or pervasive in that it occurred on a regular,

1 continuous basis commencing in or around 2021 and continuing unabated up to the present. Further,
2 the harassment was severe and/or pervasive in that it was humiliating, demeaning, degrading, and
3 threatening and occurred on a regular, continuous basis.

4 46. The harassment was not occasional, isolated, sporadic or trivial. Rather, the
5 harassment was part of the accepted, long-term, and consistent policy, custom, habit, pattern, and
6 practice at the Department.

7 47. The harassment altered the conditions, privileges, and terms of Plaintiff's
8 employment, created an abusive working environment, and made it more difficult for Plaintiff to do
9 his job.

10 48. A reasonable person in Plaintiff's circumstances, would have considered the work
11 environment to be hostile or abusive.

12 49. Defendants, and each of them, participated in, assisted, encouraged, condoned, and/or
13 ratified the harassing conduct and the hostile environment at the Department.

14 50. As a direct, foreseeable and proximate result of Defendants' harassing conduct, failure
15 to act, and the creation and maintaining of a hostile work environment in violation of Government
16 Code §§ 12940(j) and § 12926(o), Plaintiff suffered and continues to suffer humiliation,
17 embarrassment, anxiety, mental anguish and emotional distress. Plaintiff was required to and did
18 employ, and will in the future employ, physicians and health care providers to examine, treat and care
19 for Plaintiff, and did, and will in the future, incur medical and incidental expenses. The exact amount
20 of such expenses is unknown to Plaintiff at this time.

21 51. As a direct, foreseeable and proximate result of the Defendants' retaliatory conduct,
22 Plaintiff suffered and continues to suffer losses in earnings and other employment benefits all to his
23 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise amount
24 of which will be proven at trial.

25 52. As a result of the unlawful conduct of Defendants, and each of them, Plaintiff was
26 required to retain attorneys and is entitled to attorney's fees pursuant to California Government Code
27 § 12965.

28

1 **SECOND CAUSE OF ACTION**

2 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

3 RETALIATION IN VIOLATION OF FEHA, CAL. GOV'T C. §§ 12940, *ET SEQ.*

4 53. Plaintiff re-alleges and incorporates by reference each and every allegation contained
5 in paragraphs 1–52 of this complaint as though fully set forth herein again.

6 54. At all times herein mentioned, Government Code §§ 12940, *et seq.*, was in full force
7 and effect and were binding upon Defendants, and each of them. Said sections required Defendants,
8 and each of them, to refrain from retaliating against an employee for his opposition to employment
9 practices prohibited under FEHA.

10 55. At all times herein mentioned, Plaintiff was in the protected class of persons, i.e., one
11 engaged in protected activities contemplated by Government Code §§ 12940, *et seq.* Plaintiff is
12 informed and believes that Defendants, and each of them, retaliated against him for speaking out
13 against inappropriate workplace behavior, reporting and speaking out against wrongful and
14 discriminatory, and retaliatory treatment based on sexual orientation, speaking out against improper
15 conduct, and for generally attempting to protect and secure his rights and the rights of others under
16 the FEHA.

17 56. Commencing and occurring in 2021 and continuing to the present, Defendants created
18 and allowed to exist an environment hostile to Plaintiff and retaliated against Plaintiff on the basis of
19 his protected activity. Such retaliation was in violation of Government Code §§ 12940, *et seq.* and
20 the public policy embodied therein.

21 57. At all times herein mentioned, Defendants, and each of them, had actual and/or
22 constructive knowledge of the retaliatory conduct levied against Plaintiff by Defendants, fellow
23 employees and superiors. Moreover, such retaliatory conduct was also conducted and/or condoned
24 by Defendants and each of them.

25 58. As a direct, foreseeable and proximate result of Defendants' retaliatory conduct,
26 Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental anguish and
27 emotional distress. Plaintiff was required to and did employ, and will in the future employ, physicians
28 and health care providers to examine, treat and care for Plaintiff, and did, and will in the future, incur

1 medical and incidental expenses. The exact amount of such expenses is unknown to Plaintiff at this
2 time.

3 59. As a direct, foreseeable and proximate result of the Defendants' retaliatory conduct,
4 Plaintiff suffered and continues to suffer losses in earnings and other employment benefits all to his
5 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise amount
6 of which will be proven at trial.

7 60. As a further legal result of the above-described conduct of Defendants, and each of
8 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
9 proof.

10
11 **THIRD CAUSE OF ACTION**

12 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

13 FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT RETALIATION IN

14 VIOLATION OF FEHA, CAL. GOV'T C. §§ 12940, *ET SEQ.*

15 61. Plaintiff re-alleges and incorporates by reference each and every allegation contained
16 in paragraphs 1–60 of this complaint as though fully set forth herein again.

17 62. Defendants, and their agents and representatives, had an affirmative duty to take all
18 reasonable steps necessary to prevent retaliation against those engaged in protected activity.

19 63. Defendants breached their affirmative duty to take all reasonable steps necessary to
20 prevent retaliation and breached such affirmative duty to Plaintiff.

21 64. Defendants, and their agents and representations, set out to and did harm, intimidate,
22 and threaten witnesses with information related to illegal harassment and retaliation. Defendant's
23 failure to take all reasonable steps to prevent the retaliation was a substantial factor in causing
24 Plaintiff's harm.


25 65. As a result of the failure to take all reasonable steps, including the failure to train,
26 monitor, protect, enforce, and oversee the mandates the conduct of their managers, employers, and
27 agents, for anti-discrimination, anti-harassment, and anti-retaliation rules, Plaintiff has been injured
28 in the manner set forth herein.

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- 7. Pre-judgment interest; and
- 8. Such other and further relief as the Court may deem just and proper.

Dated: October 31, 2024

McNICHOLAS & McNICHOLAS, LLP

By: 


Matthew S. McNicholas, Esq.
Douglas D. Winter, Esq.
Vanessa N. Hernandez, Esq.
Attorneys for Plaintiff
GUILHERME GUIMARAES

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

Dated: October 31, 2024

McNICHOLAS & McNICHOLAS, LLP

By: 

Matthew S. McNicholas, Esq.
Douglas D. Winter, Esq.
Vanessa N. Hernandez, Esq.
Attorneys for Plaintiff
GUILHERME GUIMARAES