

1 Daniel Valles (SBN 269137)
2 Kayla M. Rathjen (SBN 330046)
3 **VALLES LAW, P.C**
4 4104 Highland Avenue
5 Manhattan Beach, CA 90266
6 Telephone: (415) 234-0065
7 Facsimile: (510) 369-2075

8 Attorneys for Plaintiff
9 MICHELLE DOPAK

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF LOS ANGELES, CENTRAL DIVISION**

12 MICHELLE DOPAK, an individual;

13 Plaintiff,

14 vs.

15 SPACE EXPLORATION TECHNOLOGIES
16 CORPORATION D/B/A SPACEX, a Texas
17 corporation; ANTHONY BROOKS, an
18 individual; CHRISTOPHER WANG, an
19 individual; SARAH PETERSON, an
20 individual; KENNY LEE, an individual,
21 CALVIN ANDERSON, an individual, ELI
22 GIOVANETTI, an individual, and DOES 1
23 through 50, inclusive;

24 Defendants.

Case No. **24STCV05506**

COMPLAINT FOR:

1. **HARASSMENT IN VIOLATION OF FEHA (GOV. CODE §12940(J))**
2. **DISCRIMINATION IN VIOLATION OF FEHA (GOV. CODE §12940(A))**
3. **RETALIATION IN VIOLATION OF FEHA (GOV. CODE §12940(H))**
4. **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA (GOV. CODE §12940(K))**
5. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
6. **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
7. **RETALIATION IN VIOLATION OF LABOR CODE §98.6**
8. **WHISTLEBLOWER RETAILIATION (LABOR CODE §1102.5)**
9. **CALIFORNIA EQUAL PAY ACT (LABOR CODE §1197.5)**
10. **CONFIDENTIALITY OF MEDICAL INFORMATION ACT (CIV. CODE §56.20)**

1
2
3
4
5

**11. UNLAWFUL BUSINESS
PRACTICES (BUSINESS AND
PROFESSIONS CODE §17200)**

DEMAND FOR JURY TRIAL

6
7
8
9
10
11

Plaintiff Michelle Dopak (“**Plaintiff**”) hereby alleges the following Complaint against Defendant Space Exploration Technologies Corporation d/b/a SpaceX (“**SpaceX**”), Defendant Anthony Brooks (“**Brooks**”), Sarah Peterson (“**Peterson**”), Christopher Wang (“**Wang**”), Kenny Lee (“**Lee**”), Calvin Anderson (“**Anderson**”), Eli Giovanetti (“**Giovanetti**”), and DOES 1 through 50 (collectively, the “**Defendants**”) as follows:

12
13

THE PARTIES

14
15

1. Plaintiff was at almost all times relevant hereto a resident of the State of California, County of Los Angeles; however, Plaintiff has been located in Florida since the end of 2023.

16
17

2. During her tenure with SpaceX, Plaintiff was employed by and performed services for SpaceX in the County of Los Angeles.

18
19
20

3. Plaintiff is informed and believes that SpaceX was a Delaware Corporation, but, as of February 2024, moved its incorporation to Texas and is presently a Texas Corporation headquartered in Hawthorne, California and that it does business in and employs individuals in the state of California and the County of Los Angeles.

21
22
23

4. SpaceX is Plaintiff’s employer within the meaning of Government Code §§ 12926(d), 12940 (a), (h), (l), (h) (3) (A) and (i), and 12950, and the Labor Code, and regularly employs five (5) or more persons and is therefore subject to the jurisdiction of this Court.

24
25
26

5. Plaintiff is informed and believes that Brooks was at all times relevant hereto a resident of the State of California, County of Los Angeles. However, Plaintiff is informed and believes that Brooks has also since moved to Florida after he ceased working for SpaceX.

27
28

6. Plaintiff is informed and believes that Wang is and was at all times relevant hereto a resident of the State of California, County of Los Angeles.

7. Plaintiff is informed and believes that Peterson is and was at all times relevant hereto

1 a resident of the State of California, County of Los Angeles.

2 8. Plaintiff is informed and believes that Lee is and was at all times relevant hereto a
3 resident of the State of California, County of Los Angeles.

4 9. Plaintiff is informed and believes that Anderson is and was at all times relevant
5 hereto a resident of the State of California, County of Los Angeles.

6 10. Plaintiff is informed and believes that Giovanetti is and was at all times relevant
7 hereto a resident of the State of California, County of Los Angeles.

8 11. The true names and capacities, whether individual, corporate, associate, or
9 otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at
10 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave
11 to amend this Complaint to insert the true names and capacities of said Defendants when the same
12 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
13 the fictitiously named Defendants is responsible for the wrongful acts alleged herein and is
14 therefore liable to Plaintiff as alleged hereinafter.

15 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times
16 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
17 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
18 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
19 in part within the course and scope of said agency, employment, conspiracy, joint employment,
20 alter ego status, and/or joint venture and with the permission and consent of each of the other
21 Defendants.

22 13. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and
23 each of them, including those Defendants named DOES 1-50, acted in concert with one another to
24 commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced
25 one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further
26 informed and believes, and based thereupon alleges, that the Defendants, and each of them,
27 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
28 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts

1 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
2 Plaintiff harm.

3 14. Whenever and wherever reference is made in this Complaint to any act or failure to
4 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
5 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

6 **JURISDICTION AND VENUE**

7 15. The monetary value of Plaintiff’s claim exceeds \$25,000.

8 16. The amount in controversy herein is within the jurisdiction of this Court.

9 17. The acts, omissions, damages, and injury that form the basis of this lawsuit were
10 sustained in the state of California and County of Los Angeles.

11 18. Plaintiff was a resident of the County of Los Angeles.

12 19. Plaintiff is informed and believes that Defendant Brooks is a resident of the County
13 of Los Angeles.

14 20. This Court is the proper Court, and this action is properly filed in Los Angeles
15 County because (i) Defendants Peterson, Wang, Lee, Anderson, and Giovanetti reside in Los
16 Angeles County, (ii) Defendants’ obligations and liability arise therein, (iii) SpaceX is
17 headquartered and transacts business within Los Angeles County, and (iv) because the work that is
18 the subject of this action was and is performed by Plaintiff in Los Angeles County.

19 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

20 21. At all times herein mentioned, the Fair Employment and Housing Act, California
21 Government Code §§ 12900 through 12996 (hereinafter “FEHA”), was in full force and effect and
22 binding on Defendants.

23 22. Within the time provided by FEHA and in compliance with the requirements of
24 FEHA, Plaintiff filed a complaint with the California Department of Fair Employment and Housing
25 now the Civil Rights Division (“CRD”) and received a right to sue letter. As such, Plaintiff has
26 satisfied Plaintiff’s administrative prerequisites with respect to these and all related filings.

27 ///

28 ///

1 **STATUTE OF LIMITATIONS**

2 23. The parties entered into a tolling agreement, which became effective on July 21,
3 2023, thereby pausing the tolling of any and all applicable statute of limitations related to Plaintiff's
4 claims outlined in this Complaint.

5 24. As of February 27, 2024, Defendants terminated the tolling agreement.

6 25. According to the tolling agreement, once a party determines to terminate the
7 agreement, any claims that may have surpassed the relevant statute of limitations period while the
8 tolling agreement was in effect must be brought within five (5) days after the agreement's
9 termination.

10 26. Because Defendant terminated the tolling agreement on February 27, 2024, Plaintiff
11 has until, and including, March 5, 2024. The date of the filing of this Complaint is on or before
12 March 5, 2024 and therefore Plaintiff's claims are timely.

13 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

14 27. Plaintiff is informed and believes, and based thereon alleges, that there exists such
15 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
16 separateness of Defendants have ceased to exist.

17 28. Plaintiff is informed and believes, and based thereon alleges, that despite the
18 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
19 Defendants, including, but not limited to because:

20 a. Defendants are completely dominated and controlled by DOES 1-50, who
21 personally violated the laws as set forth in this complaint, and who have hidden and currently hid
22 behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable
23 purpose.

24 b. DOES 1-50 derive actual and significant monetary benefits by and through
25 Defendants' unlawful conduct, and by using Defendants as the funding source for their own
26 personal expenditures.

27 c. Plaintiff is informed and believes that Defendants and DOES 1-50, while
28 really one and the same, were segregated to appear as though separate and distinct for purposes of

1 circumventing a statute or accomplishing some other wrongful or inequitable purpose.

2 d. Plaintiff is informed and believes that Defendants do not comply with all
3 requisite corporate formalities to maintain a legal and separate corporate existence.

4 e. Plaintiff is informed and believes, and based thereon alleges, that the
5 business affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and
6 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
7 confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-50 as a mere
8 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
9 of DOES 1-50. The recognition of the separate existence of Defendants would not promote justice,
10 in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of
11 the Government Code, Labor Code, and other statutory violations. The corporate existence of
12 Defendants and DOES 1-50 should be disregarded in equity and for the ends of justice because
13 such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

14 29. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of
15 their separate corporate existence must be disregarded.

16 30. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
17 thereon alleges that Defendant and DOES 1-50 are Plaintiff's joint employers by virtue of a joint
18 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed
19 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
20 Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner
21 in which Defendants' business was and is conducted.

22 **FACTUAL ALLEGATIONS**

23 31. SpaceX is presently being investigated by the California Civil Rights Department
24 regarding rampant discrimination and sexual harassment against female employees.

25 32. SpaceX presently tries to use its arbitration agreement to force female employees
26 who have claims of sexual harassment and discrimination into only bringing their claims in
27 arbitration in order to bury the claims from public eye even though, as of 2022, such claims are
28 barred from being forced into arbitration.

1 33. California, pursuant to Labor Code Section 432.6 also prevents the forced arbitration
2 of FEHA claims in California as well.

3 34. Here, SpaceX has also attempted to coerce and force Plaintiff into only bringing her
4 claims in arbitration even though such claims are barred from being forced to arbitration.

5 ***Plaintiff Experienced Rampant Sex Discrimination at SpaceX***

6 35. Plaintiff has been a loyal and dedicated employee for SpaceX since she was hired
7 in August 2017 as a Production Coordinator. In her initial role as a Production Coordinator,
8 Plaintiff initially reported directly to Juan Hernandez (“**Hernandez**”).

9 36. As part of her numerous one-on-one meetings with Hernandez, Plaintiff expressed
10 her interest in scheduling and was assigned additional tasks and projects by Hernandez to prove her
11 value and dedication to him and the role.

12 37. Hernandez also informed Plaintiff that she would need to take courses in Microsoft
13 Project, SQL, Python, and VBA to further develop her skills for SpaceX and the scheduling role.
14 As such, Plaintiff enrolled in these classes so she could perform optimally for SpaceX and the
15 scheduling role and informed Hernandez that she had enrolled in these classes.

16 38. As a result of her performance in the additional tasks and projects assigned to her
17 by Hernandez and Plaintiff taking the aforementioned courses, Hernandez promised Plaintiff that
18 he would promote her to a Scheduler as soon as an opportunity or head count to expand the team
19 became available.

20 39. Alongside working full time at SpaceX, Plaintiff also enrolled in an after-work
21 master’s degree program at ASU’s W.P. Carey Business School to further her opportunities at
22 SpaceX. Plaintiff ultimately graduated in May 2018 with a Master’s degree in Business Analytics.

23 40. Eventually, two (2) scheduling positions became open on Hernandez’s team.
24 However, despite Plaintiff doing everything asked of her and being promised the promotion to
25 Scheduler, Hernandez refused to even allow Plaintiff to apply for the positions much less promote
26 her. Instead, Hernandez immediately hired two (2) male external candidates to fill the roles.

27 41. Hernandez even created space on the main level so the male Schedulers could be
28 closer to him and his desk. However, when Plaintiff had asked for the same move so she could be

1 closer to Hernandez and the team, Hernandez refused her request and left Plaintiff isolated from
2 Hernandez and the team on the Mezzanine floor. It became abundantly evident that Hernandez was
3 discriminating against Plaintiff because she was a female and giving preferential treatment to males.

4 42. Due to the discriminatory employment practices within SpaceX's leadership,
5 Plaintiff's male colleagues began telling everyone that Plaintiff and other female colleagues only
6 received their jobs because of their looks. Hernandez was aware of these comments and accusations
7 but did nothing to stop the false rumors. Instead, Hernandez and SpaceX allowed the humiliating
8 comments about Plaintiff to continue and be spread around SpaceX.

9 43. Eventually, the humiliating commentary and discrimination became overwhelming,
10 so much so that, on August 21, 2018, Plaintiff and two other females on Hernandez's team met
11 with Gwynne Shotwell, President of SpaceX ("**Shotwell**") to complain about the discrimination
12 that they were experiencing, including, but not limited to, being passed up for job opportunities and
13 the humiliating rumors being spread by their male colleagues that SpaceX was doing nothing to
14 stop.

15 44. The harassment was so bad that Plaintiff and her female colleagues felt compelled
16 and were forced to bring their resumes and a list of accomplishments and projects to Shotwell to
17 prove their worth and disprove the rumors being spread about them, an action that no male
18 colleague or employee at SpaceX would ever feel the need to do to justify their hiring and stop such
19 discriminatory actions. However, despite their complaints, no actions were taken by Shotwell or
20 SpaceX against Hernandez or their male colleagues.

21 ***Brooks Sexually Harassed Plaintiff and Insinuated Her Job Would Only Be Secure So Long as***
22 ***She Succumbed to His Sexual Advances***

23 45. In January 2019, SpaceX underwent a re-organization of its business structure. As
24 a result, Plaintiff's supervisor was no longer Hernandez and instead was required to start reporting
25 directly to Brooks, a Production Manager at SpaceX.

26 46. During her one-on-one meetings with Brooks that followed in the months after the
27 re-organization, Plaintiff complained to Brooks about not receiving the Scheduler position and
28 expressed her fear of potentially losing her job, given the recent layoffs. Plaintiff also expressed

1 her desperation to potentially find another job outside of SpaceX where she would not face gender
2 discrimination and hopefully have more job security.

3 47. During this time, Brooks discouraged Plaintiff from leaving the Company while
4 commending her abilities and contributions to SpaceX.

5 48. Later in 2019, SpaceX lifted its hiring freeze and, as a result, Plaintiff began
6 searching for other opportunities that would utilize her skills, education, and provide her with more
7 financial and job security within SpaceX. Ultimately, Plaintiff was able to locate to an Analyst
8 position on the Supply Chain Team, which was a salaried position that met Plaintiff's requirements.
9 After interviewing for the position, Plaintiff was extended an offer, but at a salary that was below
10 Plaintiff's expectations.

11 49. Seizing on Plaintiff's disappointment with the offer, Brooks promised to promote
12 Plaintiff to a Scheduler with better financial compensation than she was being offered if Plaintiff
13 turned down the Analyst role and remained on Brooks' team. Because of Brooks' promise to
14 provide Plaintiff the position that she had always wanted, which Brooks was well aware of at the
15 time, Plaintiff accepted Brooks' offer and turned down the Analyst position.

16 50. Shortly thereafter, in June 2019, Brooks organized an event for the team to travel to
17 SpaceX's worksite in Vandenberg, California to watch a rocket launch in person. During a one-
18 on-one before the trip, Brooks informed Plaintiff that there were limited spots available in the van
19 that was scheduled to take some of the team to the launch.

20 51. Because of the limited space, Brooks then asked Plaintiff how she planned on
21 getting to the launch. When Plaintiff said she was going to drive up separately, Brooks insisted
22 that he accompany her on the drive. While Plaintiff was taken aback by Brooks insistence and did
23 not want him to accompany her, Plaintiff felt pressured to agree to Brooks' demand since he was
24 her boss.

25 52. As such, Plaintiff agreed to carpool with Brooks to the launch site. During their
26 commute to the launch, Brooks began dropping hints to Plaintiff that he was protected at SpaceX
27 saying that he was recruited directly by Andy Lambert ("**Lambert**"), a Vice President at SpaceX,
28 and that they had a connection because they were fellow Englishmen. Without saying it directly,

1 there was an implication behind Brooks' words, as if he was insinuating to Plaintiff that he would
2 be protected by Lambert, which Plaintiff would later discover was setting her up for Brooks' next
3 action.

4 53. Because of the length of the commute, Plaintiff had to stop to charge her Tesla.
5 While they stopped at a Tesla Supercharger, Plaintiff went to the bathroom but, before leaving, she
6 instructed Brooks on how to release the charger so they could quickly be on their way and get back
7 on the road when she returned from the bathroom. When Plaintiff returned to her car, she saw that
8 Brooks had not released the charger and was still standing outside next to it.

9 54. As Plaintiff approached the car to release the charger, Brooks grabbed Plaintiff by
10 the waist, pulled her against his body, and kissed her without her permission. Plaintiff was in utter
11 shock as she had, in no way, ever given any indication that she had any interest in Brooks or that
12 his advance was welcomed.

13 55. Plaintiff's thoughts raced. She remembered that not only was Brooks her supervisor,
14 but also, he had made it very clear that he was protected at the Company. Immediately, Plaintiff
15 feared that if she rejected Brooks, her career would be over.

16 56. Brooks then insisted that they watch the launch "privately" together and ditch the
17 rest of the team. When Plaintiff suggested to Brooks that it would be better to join the team, Brooks
18 refused and said he was just going to tell the team that he had bad cell service.

19 57. Once at the launch site, Production Supervisor, Mark Gregorio ("**Gregorio**"),
20 recognized Plaintiff's car and approached them. Brooks immediately told Plaintiff that she had to
21 remain silent and "follow his lead." Plaintiff, fearing that she would be fired, followed Brooks'
22 instruction. Ultimately, Brooks lied to Gregorio that he had bad cell service, and that Plaintiff was
23 lucky that he drove with her so she was not alone or unsafe.

24 58. After the launch, Gregorio suggested that Plaintiff, Brooks, and himself all grab
25 breakfast together, but Brooks declined and immediately stated that he and Plaintiff needed to head
26 back to work. However, this was a blatant excuse to get rid of Gregorio as Brooks later forced
27 Plaintiff to divert to Santa Barbara on the trip back.

28 59. On the way to Santa Barbara, Brooks divulged to Plaintiff that he was married and

1 claimed that he was sexually frustrated and dissatisfied in his marriage. Throughout the
2 conversation, it became very apparent through Brooks' comments and statements that any hope
3 Plaintiff had for a promotion to Scheduler, as promised by Brooks, was directly tied to Plaintiff
4 satisfying his sexual desires; without succumbing to his sexual advances, she would not be
5 promoted.

6 60. Moreover, Brooks made it abundantly clear that Plaintiff was to tell no one about
7 Brooks' actions. Brooks also made his deep connections to SpaceX's male-dominated hierarchy
8 to Plaintiff very clear in order to intimidate Plaintiff to remain silent. Ultimately, this worked as
9 Plaintiff feared that if she told someone or did not give into Brooks' demands, her career at SpaceX
10 would be over.

11 61. Again, after dedicating herself to SpaceX and working up to twelve-hour in addition
12 to working weekends for over two (2) years, in the hopes of obtaining a promotion to her dream
13 position as a Scheduler, Plaintiff felt as though she was left with no other option except to submit
14 to Brooks' advances. The alternative meant risking not only missing out on her promised
15 promotion, but also potentially losing her job at SpaceX as well.

16 62. Just over a week later, Brooks informed Plaintiff that he was coming over to her
17 place after work and that they were going to have sex. Plaintiff, who did not want to have sex with
18 Brooks, was so shook and upset that this was happening that she actually had to drink to calm her
19 herself down.

20 63. That evening, Plaintiff was humiliated by Brooks and was forced Plaintiff to have
21 unprotected sex with him, despite Plaintiff's objections. This pattern of manipulation and forced
22 unprotected sex continued at least one (1) to two (2) times per week throughout September of 2020.

23 64. Brooks' harassment of Plaintiff did not end with the forced sexual intercourse –
24 Brooks would constantly make sexual and demeaning comments to Plaintiff during nearly all of
25 their interactions and/or conversations in the office. In fact, even a simple work-related request for
26 a standup desk would result in Brooks responding with a sexual message like "I'd like to bend you
27 over the desk and cum deep inside of you..."

28 65. Brooks would also send her text messages while at work stating things like "thinking

1 of you always makes me horny” and “I could just fuck you over my desk.” All of these messages
2 and comments were unwanted by Plaintiff, but, again, she felt as though she could not advocate for
3 herself, in light of her very legitimate fear of losing her job at SpaceX.

4 66. In August of 2019, Brooks arranged for Plaintiff to be promoted to Scheduler level
5 two position in exchange for continuing to sleep with him and submit to his sexual advances. This
6 was a clear message that if she did not continue with the quid pro quo relationship and submit to
7 him, Plaintiff’s career would suffer, but, if she played ball, she would her career at SpaceX would
8 thrive.

9 67. Brook’s sexual harassment of Plaintiff continued throughout his employment with
10 SpaceX, which did not end until 2022.

11 ***SpaceX Pays Women Less Than Men With the Same Role***

12 68. After receiving the promotion, Plaintiff noticed that she was being paid \$5,000 less
13 than what a male colleague was making in the same role, despite the fact that they only started at
14 SpaceX a day apart. Plaintiff decided to bring this to Brooks’ attention.

15 69. When Plaintiff brought this to the attention of Brooks, Brooks said Plaintiff would
16 need to bring that to human resources as he did not want to get involved in such discussions because
17 it might arouse suspicions with human resources that would get Plaintiff fired. Brooks warned,
18 however, that although Plaintiff was permitted to raise this pay disparity issue with human
19 resources, she still must keep their relationship a secret in her conversations with human resources.
20 He further implied that she would lose her position if she mentioned the arrangement that Brooks
21 had with her to human resources or Barrington D’Arcy (“**D’Arcy**”), the Director of Production,
22 whose wife was friends with Brooks’ wife.

23 70. As a result, Plaintiff complained about the pay disparity to both D’Arcy and Shirley
24 Park (“**Park**”) in Human Resources but kept Brooks’ sexual harassment a secret for fear of losing
25 her job. Plaintiff did however tell both D’Arcy and Park that her male counterpart was making
26 more money for the same position despite having the same tenure and experience.

27 71. Neither D’Arcy nor Park could provide any reason or justification that substantiated
28 the difference in pay. They claimed that the difference was not due to Plaintiff’s gender. Rather

1 than address the clear gender pay gap discrimination, D’Arcy simply said he would minimally
2 increase Plaintiff’s salary from \$75,000 to \$77,500 if Plaintiff would also agree to take a reduction
3 in stock benefits.

4 72. Clearly, D’Arcy was further retaliating against Plaintiff for raising the issue and
5 sending Plaintiff a message that if you complain at SpaceX, we will just retaliate against you and
6 find other ways to punish you, which was the same message already made clear by Brooks to
7 Plaintiff.

8 73. Fearing for her job and further retaliation, Plaintiff begrudgingly acquiesced to
9 D’Arcy’s ultimatum and accepted the reduction in stock benefits and slight increase in pay even
10 though that meant she was still being paid less than her male colleagues.

11 74. Plaintiff left defeated and humiliated that she was being paid less than her male
12 colleague in the same position just because she was a woman, especially because there was no
13 significant difference in qualifications or tenure between them (ultimately it was a one-day
14 difference). Ultimately, Human Resources informed Plaintiff that they would not reduce her stock
15 benefit, despite D’Arcy’s statements to the contrary. Regardless, in the end, Plaintiff still was being
16 paid less for the same position and work as her male colleague that had the same amount of
17 experience.

18 ***Plaintiff Suffers Further Consequences as a Result of Brooks’ Forced Sexual Relationship***
19 ***with Plaintiff***

20 75. On August 7, 2019, Plaintiff received the official promotion letter, confirming her
21 position as Scheduler II, retroactively effective to June 23, which was shortly after Brooks’ overt
22 quid pro quo advances began. The message and date were not lost on Plaintiff as Brooks was
23 clearly sending a message to Plaintiff that the position was only received because she submitted to
24 him. She felt that her career was in his hands, such that if she did not continue to submit to him,
25 her dream career would be over at SpaceX.

26 76. In or around August of 2020, Plaintiff found out that she was pregnant with Brooks’
27 child. As a result, on or about August 13, 2020, Plaintiff informed Brooks of her pregnancy.
28 Brooks verbally berated Plaintiff and began demanding that she make a doctor’s appointment to

1 have the child aborted.

2 77. Later, on August 24, 2020, Brooks pulled Plaintiff into a conference room at SpaceX
3 and again verbally berated her about her pregnancy in order to intimidate her into aborting it.

4 78. When his constant threats did not work, Brooks tried to pay off Plaintiff on August
5 30, 2020, and offered her \$100,000 to have an abortion, which was immediately rejected by
6 Plaintiff.

7 79. Plaintiff finally used this situation in her favor as a way to remove herself from the
8 abusive and coercive situation between herself and Brooks. She was determined to work up the
9 courage to get away from Brooks, not just for her own safety but for the safety of her child.
10 However, still fearful of Brooks' power and control over her and her income and livelihood,
11 Plaintiff assured Brooks that she would keep it and his behavior a secret.

12 80. In the month of October 2020, Brooks informed Helen Brooks ("**Helen**"), Brooks'
13 wife, about Plaintiff's pregnancy and his affair with her. As a result, Helen began sending messages
14 to SpaceX staff and management with details about Brooks' affair with his subordinate and her
15 pregnancy. Brooks himself even informed people about his actions. In fact, Helen (and Brooks)
16 informed people as high up as Lambert. Helen's messages and persistent harassing actions towards
17 Plaintiff continued through at least December of 2022.

18 ***SpaceX Does Nothing to Remedy the Harassment and Instead Subjects Plaintiff to Retaliation***

19 81. Because of the culture at SpaceX and Brooks' deep connections to SpaceX
20 management, Plaintiff immediately feared for her career and the retaliation that would be forth
21 coming from Brooks' supporters at SpaceX.

22 82. Despite people as high as Lambert immediately knowing of the issue, no
23 disciplinary actions were taken against Brooks. It was immediately apparent that SpaceX had
24 Brooks' proverbial back and that Plaintiff needed to remain silent or risk losing her job.

25 83. In March of 2022, Brooks went on a voluntary sabbatical from SpaceX. It was
26 supposed to last until June 9, 2022, but Brooks never returned from sabbatical. Rather, Cameron
27 Knapp ("**Knapp**"), a SpaceX Production Sr. Manager, as well as Brooks' direct manager, sent an
28 email on June 13, 2022, stating that, "[Brooks] tendered his resignation effective Thursday 6/16."

1 84. After Brooks finally left SpaceX, Plaintiff informed her supervisor, Knapp,
2 members of human resources, and others about the situation with Brooks and the affair she was
3 forced to have with him because of the power dynamic between them. Rather than support Plaintiff,
4 SpaceX and its management team supported Brooks, its former employee, as Plaintiff had feared
5 all along.

6 85. Eventually, SpaceX found out that Plaintiff was taking action against Brooks for
7 child support for the daughter that he fathered while he was sexually harassing Plaintiff. In
8 response, SpaceX immediately went out of its way to collude with Brooks against Plaintiff in an
9 effort to silence Plaintiff before she could bring her claims against SpaceX and Brooks to light.

10 86. Specifically, SpaceX blocked Plaintiff, at every turn, from obtaining any
11 information about Brooks, but SpaceX's managers willingly turned over confidential personnel
12 information regarding Plaintiff to Brooks without even being served a subpoena.

13 87. In fact, it is clear that numerous SpaceX employees, including managers, have been
14 voluntarily cooperating with Brooks and his attorney on SpaceX's behalf and providing
15 confidential information about Plaintiff (including information about her medical leave) to Brooks
16 that he could use against Plaintiff without the need for a subpoena or providing an opportunity for
17 Plaintiff to contest the production of her information as required by applicable California law. It is
18 clear this was done intentionally by SpaceX to retaliate against Plaintiff and cause her severe
19 emotional and financial stress.

20 88. If that was not enough, SpaceX's management also colluded with Brooks to allow
21 him to transfer his 48,289 shares of Common Stock (valued at \$77/share; totaling \$3,718,253) out
22 of his name so he could fraudulently avoid paying Plaintiff any child support.

23 ***Due to Emotional Distress, Plaintiff Takes a Leave of Absence from Work and Faces***

24 ***Disability-Based Discrimination and Retaliation by SpaceX***

25 89. Ultimately, because of the sexual harassment and resulting emotional distress
26 Plaintiff endured, in addition to further emotional distress suffered as a result of the retaliation by
27 SpaceX, Plaintiff went on a medical leave of absence beginning on September 6, 2022.

28 90. While Plaintiff thought this would help her recover, SpaceX merely doubled down

1 on its harassment and retaliation of Plaintiff.

2 91. During her medical leave, Wang, Plaintiff's new supervisor, contacted her on
3 numerous occasions via text and phone calls, including, but not limited to, on October 6, November
4 8, and November 9, 2022, demanding to know when she was returning to work and pressuring her
5 to return to work. Even though Plaintiff had already informed SpaceX that her doctor was
6 extending her leave (and did submit paperwork extending her leave), the harassment persisted.

7 92. On November 15, 2022, Wang reached out stating that he wanted to meet with
8 Plaintiff to "check-in" and "talk." Even though this was highly inappropriate for her manager to
9 do, Plaintiff felt as though she had no choice but to agree and thus agreed to meet with Wang.

10 93. On November 30, 2022, while still on leave, Plaintiff met with Wang at Common
11 Space. During the meeting, Plaintiff cried to Wang and specifically informed him that she was not
12 doing well mentally, financially, or physically. Plaintiff also informed Wang that she was worried
13 about her job as she was unsure if her job was protected while she was on leave from SpaceX. In
14 response, Wang informed Plaintiff that SpaceX management team had already been openly
15 discussing terminating Plaintiff if her medical leave of absence was extended beyond January of
16 2023 (i.e., beyond the twelve weeks allowed by FMLA and CFRA).

17 94. In fact, Wang and SpaceX directly retaliated against Plaintiff in her 2022
18 performance review. In or around April of 2022 (and prior to taking her leave of absence noted
19 above), Plaintiff's received her mid-year review, which provided an overall score of 3.5 and an
20 individual performance rating of a 4.0. However, after her mid-year review, Plaintiff took the
21 aforementioned leave of absence and, as such, was not at work for the second half of 2022. In order
22 to retaliate against her for taking her leave of absence, SpaceX and Wang specifically lowered her
23 final annual performance review for 2022 to an overall score of 3.0 and an individual performance
24 rating of 3.0. To make matters worse, Wang specifically stated as a reason for the drop in score
25 that Plaintiff needed to "[m]inimiz[e] the impact of personal matters into her professional work.
26 *Often times, she was very distracted by personal matters that it affected her performance and ability
27 to work; she should more clearly communicate when the matters are overly distressing and opt to
28 take the time off instead.*" This was a direct reference to Plaintiff's leave of absence and complaints

1 about sexual harassment and discrimination at work. There was no reason to include that remark
2 or to downgrade Plaintiff's performance for the second half of 2022 when she was on a medical
3 leave of absence during this time.

4 95. Because Plaintiff's performance score was reduced from her Mid Cycle to Annual
5 review for 2022, it negatively impacted her salary increases (both during 2022 and through today)
6 and her long-term stock incentive.

7 96. Plaintiff, shocked and worried about her financial future, immediately inquired as
8 to what would happen in that circumstance and if she would be eligible for unemployment
9 resources. Wang stated he was unsure, but that he would follow up with human resources.

10 97. In addition, shortly after this meeting, Peterson in human resources called Plaintiff
11 and interrogated her about her return-to-work plans even though she still had over a month left of
12 her current leave of absence approval. It was clear that SpaceX wanted to just get rid of Plaintiff
13 and was pressuring her to either return or quit.

14 98. Fearing that she would be terminated for her leave of absence, Plaintiff felt pressured
15 by SpaceX, Wang, and members of human resources to return from her medical leave of absence
16 regardless of her doctor's diagnosis and recommendations and regardless of where she stood in her
17 recovery back to good health.

18 99. Recognizing that the retaliation and harassment would be worse should she return
19 to her same position as before, Plaintiff thought that, if she had to return before she was completely
20 healed, it would be better to transfer to a position in a different location to lessen the impact.

21 100. As a result, Plaintiff applied for the Sr. Supply Chain Planner position. After
22 receiving her application, Amanda Lovin ("**Lovin**"), the hiring manager, who previously worked
23 with Plaintiff on several tasks and projects (and was well aware of Plaintiff's experience,
24 qualifications, and ability to meet the performance obligations of the position) reached out to
25 Plaintiff via text requesting her preference for location (i.e., either Vandenberg, California or Cape
26 Canaveral, Florida).

27 101. Clearly, then, Lovin was signaling to Plaintiff that she was qualified for the position.
28 Moreover, Lovin was eager to schedule an interview with Plaintiff for that same week. Lovin also

1 informed Plaintiff that there were multiple openings for buyer/planner positions and that “there are
2 plenty of opportunities” for Plaintiff to fill one of Lovin’s spots.

3 102. After receiving such high praise from Lovin and feeling the pressure from SpaceX
4 to return to work against her doctor’s recommendations, Plaintiff contacted Wang, her direct
5 supervisor as well as Peterson to request approval to interview for the position while she was still
6 on medical leave.

7 103. On February 5, 2023, Wang informed Plaintiff that her continued employment with
8 SpaceX was expressly contingent on her coming back into the office on February 27 or having
9 another position within SpaceX lined up at that point in time. As such, Wang made it clear to
10 Plaintiff that she would be terminated if she did not return to the office or get another position by
11 February 27.

12 104. This looming deadline only added more anxiety and angst to Plaintiff’s plate.
13 Knowing her job security was about to expire, Plaintiff rushed to interview for the position and had
14 the first interview initially scheduled for February 17. However, as a result of a medical condition,
15 the interview had to be postponed and rescheduled for February 27.

16 105. Unfortunately, the pressure and retaliation for Plaintiff’s medical leave being
17 exerted against her by Wang was too much. And, on February 24, 2023, Plaintiff’s doctor was
18 forced to extend her medical leave for Plaintiff’s own well-being through April 2, 2023.

19 106. Still, Plaintiff knew that Wang had said SpaceX was planning on terminating her if
20 she delayed her return any further. As such, Plaintiff felt compelled to move forward with the
21 interview process and attempt to return to SpaceX before she was cleared by her doctor.

22 107. As a result, Plaintiff proceeded with the February 27 interview. Afterwards, Lovin
23 informed her that she would be notified regarding the position within the following two (2) weeks.
24 After weeks had passed without hearing back from Lovin or SpaceX regarding her application for
25 the new position, Plaintiff followed up with the recruiter.

26 108. Finally, on March 23, 2023, Plaintiff was informed that SpaceX would not be
27 moving forward with her candidacy for the Senior Supply Chain Planner despite the fact that she
28 had received positive assurances of a transfer to a new position by Lovin. Clearly, SpaceX was

1 retaliating against Plaintiff and trying to force her to either quit or return her old office where she
2 would face ridicule and even more harassment.

3 109. This became even more apparent in May of 2023 when Plaintiff applied for the Sr.
4 Sourcing Specialist position. Despite being qualified for the position, SpaceX immediately denied
5 Plaintiff's application just a one (1) calendar day after she informed Peterson via email on May 11,
6 2023, that she had applied for the position. Clearly, SpaceX had no intention of considering
7 Plaintiff for an alternative role within the organization as it refused to even consider Plaintiff's
8 application and instead jumped straight to rejecting her application, all in an effort to further
9 retaliate against her.

10 110. Plaintiff eventually returned from her leave of absence, only to experience even
11 more retaliation and harassment by SpaceX.

12 111. Specifically, on June 29, 2023, Plaintiff was approved in writing, as an
13 accommodation, to work remotely and to work no more than 40 hours per week and 8 hours per
14 day during (from the hours of 8 am to 4 p.m.) from Monday through Friday. However, Wang, in
15 an effort to further retaliate against Plaintiff, almost immediately demanded that Plaintiff work
16 twelve (12) hours a day for six (6) days a week in direct violation of reasonable accommodation
17 and pressured Plaintiff to work longer hours. As such, Plaintiff has experienced relentless and
18 blatant harassment, discrimination, and retaliation throughout her employment with SpaceX.

19 112. Plaintiff's accommodation was reapproved many times, but SpaceX and its
20 management, including, but not limited to, Wang, Anderson, Lee, and Giovanetti, repeatedly
21 violated the accommodation requirements by forcing Plaintiff to work well in excess of 40 hours
22 in a week and 8 hours in a day.

23 113. In fact, despite repeatedly complaining to Anderson that she was being required to
24 work in excess of her restrictions (which he was expressly informed about in writing by Human
25 Resources on several occasions), Anderson still violated her accommodation requirements and
26 forced her to work in excess of the restrictions.

27 114. Moreover, after complaining to Anderson about his violations of her
28 accommodation, Plaintiff further complained to Peterson on January 31, 2024, about the violation

1 of her work restrictions and the constant stress that she was being put under to work in excess of
2 her medical work restrictions. Rather than take action, Peterson and SpaceX simply put the burden
3 on Plaintiff to set “boundaries” and provided her with information about SpaceX’s Employee
4 Assistance Program (“EAP”).

5 115. On or about February 2, 2024, Plaintiff was informed by Giovanetti that Plaintiff
6 was going to now be reporting to him because Anderson was allegedly going on a short “leave of
7 absence;” however, at no time has SpaceX taken any action against Anderson for his intentional
8 retaliation and discrimination against Plaintiff, nor has SpaceX undertaken any investigation
9 despite Plaintiff’s repeated complaints.

10 116. Giovanetti also informed Plaintiff that she would also be reporting to both him and
11 Lee, who is the Manger, Master Scheduling, and reports to Giovanetti.

12 117. While Plaintiff hoped the discrimination and retaliation would end with Giovanetti
13 and Lee, it became apparent that it would continue as it became evident that SpaceX and its male
14 managers had no intention of stopping to discriminate against Plaintiff because of her sex or
15 retaliate against her for disability, leave of absence, and complaints about sexual discrimination
16 and harassment.

17 118. On February 13, 2024, Lee sent out an email establishing a breakdown of
18 assignments for all of the schedulers, which is known as the Scheduler Ownership Breakdown.

19 119. In the Scheduler Ownership Breakdown, Lee assigned each of the male schedulers,
20 which are Plaintiff’s peers and colleagues, a single build whereas as Plaintiff was assigned five
21 products plus additional Hex Can tubes that are associated with other products (assigned to
22 Plaintiff’s other male colleagues).

23 120. In order to Plaintiff to adequately complete the work that was assigned to her by
24 Lee, she would have to work between a minimum of sixty (60) hours per week to in excess of
25 seventy-two (72) hours per week.

26 121. Plaintiff then complained to Lee that the product ownership that he had assigned her
27 was an insane amount of work and not a fair destruction of work between her and her male
28 colleagues. Lee did not dispute Plaintiff’s complaints and merely said that it was being played by

1 ear.

2 122. On February 20, 2024, Plaintiff complained to Giovanetti that she was overwhelmed
3 with the scope of work being assigned to her and that it was far more than her male counterparts.
4 And, as a result, it would require her to work well in excess of her medical restrictions. However,
5 Giovanetti, like the managers before him, simply dismissed Plaintiff's complaints out of hand and
6 cut her down, which is typical for how male managers treat females at SpaceX.

7 123. On or about February 23, 2024, Plaintiff was informed that Wang would be
8 returning as her manager for two days. Since Plaintiff's complaints were dismissed out of hand by
9 both Lee and Giovanetti, Plaintiff complained to Wang about the clear retaliation and
10 discrimination that she was facing with the aforementioned distribution of work. However, rather
11 than investigating or taking any action, Wang simply dismissed Plaintiff's complaints, just as
12 Govanetti and Lee had done to her earlier.

13 124. On or about February 26, 2024, Plaintiff received another communication that her
14 manager would be changing again. This time, Plaintiff was informed that Andrew Griggs
15 ("**Griggs**") would be taking over as acting director.

16 125. On March 1, 2024, Plaintiff was informed that she would be reporting to Griggs
17 effective as of March 4, 2024. As Griggs was now being assigned to Plaintiff as her new manager,
18 Plaintiff had a call with Griggs on March 1, 2024, wherein she complained about the workload that
19 she was being assigned and specifically that she was being assigned significantly more work than
20 her male colleagues and that it is overwhelming as it is in excess of her work restrictions.

21 126. However, despite complaining to Griggs, no actions have been taken by Griggs
22 related to Plaintiff's complaints.

23 127. SpaceX and its aforementioned managers are blatantly setting Plaintiff up to fail and
24 deliberately violating her medical accommodation work requirements in order to force Plaintiff to
25 quit and to specifically retaliate against her not only for her medical leave of absence, but her sexual
26 harassment, discrimination, and retaliation complaints.

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 HARASSMENT IN VIOLATION OF FEHA

3 (California Government Code §12940(j))

4 (Against All Defendants)

5 128. Plaintiff repeats and realleges all of the allegations set forth in the preceding
6 paragraphs as if the same were fully set forth herein and with the same full force and effect.

7 129. At all times relevant to this action, FEHA was in full force and binding upon
8 Defendants. FEHA requires Defendants to refrain from harassing any employee on the basis of a
9 protected characteristic, including, but not limited to gender, sex, family and medical care leave,
10 marital status, and/or pregnancy.

11 130. FEHA also makes it an unlawful employment practice for Defendants to harass any
12 employee based upon the perception that the employee is a member of a protected class of that the
13 employee is taking or has taken certain actions because the employee is a member of a protected
14 class.

15 131. Pursuant to California Government Code §12940(j)(3), SpaceX's supervisors are
16 personally liable for any harassment prohibited by FEHA that is perpetrated by them.

17 132. Plaintiff was a member of a protected class within the meaning of California
18 Government Code §12940 *et. seq.*, because Plaintiff is a woman and was disabled. Defendants
19 were aware of Plaintiff's gender, sex, and family and medical care leave.

20 133. Within the time provided under FEHA, Plaintiff filed complaints against Defendants
21 with the CRD in full compliance with these sections and received right-to-sue letters.

22 134. At all times relevant to this action, Defendants unlawfully harassed Plaintiff, as
23 previously alleged, on the basis of Plaintiff's gender, sex, and family and medical care leave.

24 135. In addition to the foregoing, California Government Code §12940(i) also prohibits
25 any individual from actually or attempting to aid, abet, incite, compel, or coerce the doing of any
26 of the acts forbidden under FEHA.

27 136. If an individual participates in the decision-making process, tacitly approves of the
28 improper action, fails to take action upon learning of the unlawful conduct, or participates in the

1 unlawful conduct that is the basis of the discriminatory condition, the individual is considered to
2 have aided and abetted under FEHA. *Matthews v. Superior Court* (1995) 34 Cal.App.4th 598.

3 137. Here, Peterson, Wang, Lee, Anderson, and Giovanetti had the ability to stop the
4 illegal activity and harassment experienced by Plaintiff; however, Peterson, Wang, Lee, Anderson,
5 and Giovanetti not only failed to take any actions to stop the discriminatory conduct, but, as alleged
6 herein, Peterson, Wang, Lee, Anderson, and Giovanetti participated in conduct and decision-
7 making processes designed to illegally harass and discriminate against Plaintiff as well as tacitly
8 approved of the harassing behavior and discriminatory conduct that was undertaken towards
9 Plaintiff.

10 138. As a direct and proximate result of Defendants' harassment, Plaintiff has suffered,
11 and continues to suffer, substantial damages including, but not limited to, back wages, future wages,
12 lost benefits, severe emotional distress, and other pecuniary and non-pecuniary losses in an amount
13 to be proven at trial.

14 139. As a further direct and proximate result of Defendants' conduct, Plaintiff has
15 suffered loss of financial stability, peace of mind and future security, and has suffered
16 embarrassment, humiliation, severe mental and emotional pain and distress and discomfort, all to
17 Plaintiff's detriment and damage in amount not fully ascertained but with the jurisdiction of this
18 court and subject to proof at the time of trial.

19 140. Plaintiff is informed and believes, and thereon alleges that the employees, officers,
20 directors, and/or managing agents of Defendants acted intentionally with malice and oppression, as
21 their unlawful acts were carried out with full knowledge of the extreme risk of injury, involved,
22 and with willful and conscious disregard for Plaintiff's rights. They also acted fraudulently, as they
23 willfully concealed the fact that Plaintiff's employment rights were being violated, with the intent
24 to deprive Plaintiff of employment benefits. Accordingly, an award of punitive damages is
25 warranted in an amount to be determined at the time of trial.

26 141. Plaintiff is informed and believes and thereon alleges that the actions of Defendants'
27 employees, officers, directors, and/or managing agents were undertaken with the prior approval,
28 consent, and authorization of Defendants and were subsequently authorized and ratified by it as

1 well by the and through its officers, directors, and/or managing agents.

2 142. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover Plaintiff's
3 reasonable attorneys' fees and costs, including expert fees pursuant to the FEHA.

4 **SECOND CAUSE OF ACTION**

5 DISCRIMINATION IN VIOLATION OF FEHA

6 (California Government Code §12940(a))

7 (Against SpaceX And Does 1-50)

8 143. Plaintiff repeats and realleges all of the allegations set forth in the preceding
9 paragraphs as if the same were fully set forth herein and with the same full force and effect.

10 144. At all times relevant to this action, FEHA was in full force and binding upon
11 Defendants. FEHA requires Defendants to refrain from discriminating against any employee "in
12 terms, conditions, or privileges of employment," including, but not limited to, terminating, or
13 demoting such employee, on the basis of a protected characteristic, including, but not limited to
14 gender, sex, and/or family and medical care leave.

15 145. FEHA also makes it an unlawful employment practice for Defendants to
16 discriminate against any employee based upon the perception that the employee is a member of a
17 protected class or that the employee is taking or has taken certain actions because the employee is
18 a member of a protected class.

19 146. Plaintiff was a member of a protected class within the meaning of California
20 Government Code §12940 *et. seq.*, because Plaintiff is a woman, and she took disability leave.
21 Defendants were aware of Plaintiff's gender, sex, and family and medical care leave.

22 147. Within the time provided under FEHA, Plaintiff filed complaints against Defendants
23 with the CRD in full compliance with these sections and received right-to-sue letters.

24 148. If an individual participates in the decision-making process, tacitly approves of the
25 improper action, fails to take action upon learning of the unlawful conduct, or participates in the
26 unlawful conduct that is the basis of the discriminatory condition, the individual is considered to
27 have aided and abetted under FEHA. *Matthews v. Superior Court* (1995) 34 Cal.App.4th 598.

28 149. Here, Peterson, Wang, Lee, Anderson, and Giovanetti had the ability to stop the

1 illegal activity and harassment experienced by Plaintiff; however, Peterson, Wang, Lee, Anderson,
2 and Giovanetti not only failed to take any actions to stop the discriminatory conduct, but, as alleged
3 herein, Peterson, Wang, Lee, Anderson, and Giovanetti participated in conduct and decision-
4 making processes designed to illegally harass and discriminate against Plaintiff as well as tacitly
5 approved of the discriminatory conduct that was undertaken towards Plaintiff.

6 150. At all times relevant to this action, Defendants unlawfully harassed Plaintiff, as
7 previously alleged, on the basis of Plaintiff's gender, sex, and family and medical care leave,
8 including by retaliating against her, paying her less than her male counterparts, refusing to promote
9 her, and forcing her to return before her medical leave expired.

10 151. At all times relevant to this action, Plaintiff was able to perform the essential duties
11 of her position at SpaceX, with or without reasonable accommodations. At all times during her
12 employment, Plaintiff was otherwise qualified to do her job.

13 152. Defendants were substantially motivated to discriminate against Plaintiff, including,
14 but not limited to, retaliating against her, paying her less than her male counterparts, refusing to
15 promote her, forcing her to return before her medical leave expired, and assigning her more work
16 than her colleagues, because of Plaintiff's sex and disability.

17 153. As a direct and proximate result of Defendants' discrimination, Plaintiff has
18 suffered, and continues to suffer, substantial damages including, but not limited to, back wages,
19 future wages, lost benefits, severe emotional distress, and other pecuniary and non-pecuniary losses
20 in an amount to be proven at trial.

21 154. As a further direct and proximate result of Defendants' conduct, Plaintiff has
22 suffered loss of financial stability, peace of mind and future security, and has suffered
23 embarrassment, humiliation, severe mental and emotional pain and distress and discomfort, all to
24 Plaintiff's detriment and damage in amount not fully ascertained but with the jurisdiction of this
25 court and subject to proof at the time of trial.

26 155. Plaintiff is informed and believes, and thereon alleges that the employees, officers,
27 directors, and/or managing agents of Defendants acted intentionally with malice and oppression, as
28 their unlawful acts were carried out with full knowledge of the extreme risk of injury, involved,

1 and with willful and conscious disregard for Plaintiff's rights. They also acted fraudulently, as they
2 willfully concealed the fact that Plaintiff's employment rights were being violated, with the intent
3 to deprive Plaintiff of employment benefits. Accordingly, an aware of punitive damages is
4 warranted in an amount to be determined at the time of trial.

5 156. Plaintiff is informed and believes and thereon alleges that the actions of Defendants'
6 employees, officers, directors, and/or managing agents were undertaken with the prior approval,
7 consent, and authorization of Defendants and were subsequently authorized and ratified by it as
8 well by the and through its officers, directors, and/or managing agents.

9 157. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover Plaintiff's
10 reasonable attorneys' fees and costs, including expert fees pursuant to the FEHA.

11 **THIRD CAUSE OF ACTION**

12 RETALIATION IN VIOLATION OF FEHA

13 (California Government Code §§12940(h))

14 (Against SpaceX And Does 1-50)

15 158. Plaintiff repeats and realleges all of the allegations set forth in the preceding
16 paragraphs as if the same were fully set forth herein and with the same full force and effect.

17 159. At all times relevant to this action, FEHA was in full force and binding upon
18 Defendants. FEHA requires Defendants to refrain from retaliating against any employee for
19 exercising rights under FEHA, including, but not limited to, complaining of discrimination and/or
20 harassment and taking protected medical leave.

21 160. FEHA also makes it an unlawful employment practice for Defendants to retaliate
22 against any employee based upon the perception that the employee is a member of a protected class
23 or that the employee is taking or has taken certain actions because the employee is a member of a
24 protected class.

25 161. Within the time provided under FEHA, Plaintiff filed complaints against Defendants
26 with the CRD in full compliance with these sections and received right-to-sue letters.

27 162. Plaintiff exercised her rights under FEHA including, but not limited to, by taking a
28 medical leave and opposing the discrimination as well as harassment that Plaintiff was being

1 subjected to by Defendants.

2 163. Defendants, as alleged herein above, retaliated against Plaintiff for exercising her
3 rights under the FEHA, including but not limited to taking a medical leave and opposing the
4 discrimination and harassment that she was being subjected to by Defendants.

5 164. Plaintiff's exercise of her rights under FEHA was a motivating reason for
6 Defendants' retaliation towards Plaintiff complained of herein.

7 165. Defendants also paid her less than her male counterparts, refused to promote her,
8 forced her to return before her medical leave expired, and assigned her more work than her male
9 colleagues. A motivating factor in these actions was Plaintiff's exercise of her rights under the
10 FEHA.

11 166. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered,
12 and continues to suffer, substantial damages including, but not limited to, back wages, future wages,
13 lost benefits, severe emotional distress, and other pecuniary and non-pecuniary losses in an amount
14 to be proven at trial.

15 167. As a further direct and proximate result of Defendants' conduct, Plaintiff has
16 suffered loss of financial stability, peace of mind and future security, and has suffered
17 embarrassment, humiliation, severe mental and emotional pain and distress and discomfort, all to
18 Plaintiff's detriment and damage in amount not fully ascertained but with the jurisdiction of this
19 court and subject to proof at the time of trial.

20 168. Plaintiff is informed and believes, and thereon alleges that the employees, officers,
21 directors, and/or managing agents of Defendants acted intentionally with malice and oppression, as
22 their unlawful acts were carried out with full knowledge of the extreme risk of injury, involved,
23 and with willful and conscious disregard for Plaintiff's rights. They also acted fraudulently, as they
24 willfully concealed the fact that Plaintiff's employment rights were being violated, with the intent
25 to deprive Plaintiff of employment benefits. Accordingly, an aware of punitive damages is
26 warranted in an amount to be determined at the time of trial.

27 169. Plaintiff is informed and believes and thereon alleges that the actions of Defendants'
28 employees, officers, directors, and/or managing agents were undertaken with the prior approval,

1 consent, and authorization of Defendants and were subsequently authorized and ratified by it as
2 well by the and through its officers, directors, and/or managing agents.

3 170. Pursuant to Government Code §12965(b), Plaintiff is entitled to recover Plaintiff's
4 reasonable attorneys' fees and costs, including expert fees pursuant to the FEHA.

5 **FOURTH CAUSE OF ACTION**

6 FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION

7 IN VIOLATION OF FEHA

8 (California Government Code §12940(k))

9 (Against SpaceX And Does 1-50)

10 171. Plaintiff repeats and realleges all of the allegations set forth in the preceding
11 paragraphs as if the same were fully set forth herein and with the same full force and effect.

12 172. At all times hereto, the FEHA, including Government Code§ 12940(k), was in full
13 force and effect and was binding upon Defendants. This subsection imposes a duty on SpaceX to
14 take all reasonable steps necessary to prevent the discrimination, harassment, and retaliation alleged
15 herein from occurring. As alleged above, Defendant violated this subsection and breached their
16 duty by failing to take all reasonable steps necessary to prevent discrimination, harassment, and
17 retaliation from occurring.

18 173. Specifically, Plaintiff complained about Brooks' sexual harassment and
19 discrimination as alleged above, yet nothing was done to remedy the harassment or prevent further
20 harassment.

21 174. Furthermore, Plaintiff and several other female employees complained of the pay
22 inequity rampant at SpaceX, wherein women are paid less than men. Even so, SpaceX has done
23 nothing to prevent this discrimination, harassment, and retaliation from occurring again.

24 175. The above said acts of Defendant constitute violations of the FEHA and were a
25 proximate cause in Plaintiff's damages as stated below.

26 176. As a direct and proximate result of Defendant's failure to prevent discrimination,
27 harassment and retaliation, Plaintiff has suffered, and continues to suffer, substantial damages
28 including, but not limited to, back wages, future wages, lost benefits, severe emotional distress, and

1 other pecuniary and non-pecuniary losses in an amount to be proven at trial.

2 177. As a further direct and proximate result of Defendant's conduct, Plaintiff has
3 suffered loss of financial stability, peace of mind and future security, and has suffered
4 embarrassment, humiliation, severe mental and emotional pain and distress and discomfort, all to
5 Plaintiff's detriment and damage in amount not fully ascertained but with the jurisdiction of this
6 court and subject to proof at the time of trial.

7 178. Plaintiff is informed and believes, and thereon alleges that the employees, officers,
8 directors, and/or managing agents of SpaceX acted intentionally with malice and oppression, as
9 their unlawful acts were carried out with full knowledge of the extreme risk of injury, involved,
10 and with willful and conscious disregard for Plaintiff's rights. They also acted fraudulently, as they
11 willfully concealed the fact that Plaintiff's employment rights were being violated, with the intent
12 to deprive Plaintiff of employment benefits. Accordingly, an aware of punitive damages is
13 warranted in an amount to be determined at the time of trial.

14 179. Plaintiff is informed and believes and thereon alleges that the actions of SpaceX's
15 employees, officers, directors, and/or managing agents were undertaken with the prior approval,
16 consent, and authorization of SpaceX and were subsequently authorized and ratified by it as well
17 by the and through its officers, directors, and/or managing agents.

18 180. Pursuant to Government Code §12965(b), Plaintiff is also entitled to recover
19 Plaintiff's reasonable attorneys' fees and costs, including expert fees pursuant to the FEHA.

20 **FIFTH CAUSE OF ACTION**

21 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

22 (Against All Defendants)

23 181. Plaintiff repeats and realleges all of the allegations set forth in the preceding
24 paragraphs as if the same were fully set forth herein and with the same full force and effect.

25 182. The conduct complained of hereinabove was intentional and malicious and done for
26 the purpose of causing Plaintiff to suffer humiliation, mental anguish, and emotional and physical
27 distress. Defendants, and each of their conduct, in confirming and ratifying the complained of
28 conduct, was done with the knowledge that Plaintiff's emotional and physical distress would

1 thereby increase and was done with a wanton and reckless disregard of the consequences to
2 Plaintiff.

3 183. Defendants are also liable for intentional infliction of emotional distress if they were
4 “aware, but [act] with reckless disregard, of the plaintiff and the probability that [their] conduct
5 will cause severe emotional distress to that plaintiff” *Christensen v. Superior Court*, 54 Cal.3d 868,
6 905 (Cal. 1991).

7 184. Here, Defendants not only acted intentionally and directly towards Plaintiff, but also
8 with reckless disregard of Plaintiff and that their actions would cause severe emotional distress to
9 Plaintiff.

10 185. In fact, Defendants have intentionally and repeatedly harassed, discriminated
11 against, and retaliated against Plaintiff as described herein above in order to cause Plaintiff to suffer
12 humiliation, mental anguish, and emotional and physical distress.

13 186. As a proximate result of Defendants and each of their, intentional infliction of
14 emotional distress as hereinabove alleged, Plaintiff has been harmed in that Plaintiff has suffered
15 humiliation, mental anguish, and emotional and physical distress, and has been injured in mind and
16 health. As a result of said distress and consequential harm, Plaintiff has suffered such damages in
17 an amount in accordance with proof at the time of trial.

18 187. Defendants, and each of them, engaging in the conduct hereinabove alleged, acted
19 fraudulently, maliciously, oppressively and with reckless disregard of Plaintiff’s rights and safety,
20 and thereby entitling Plaintiff to an award of punitive damages. Defendant, and each of them,
21 authorized, ratified, knew of the wrongful conduct complained of herein, but failed to take
22 immediate and appropriate corrective action to remedy the situation and thereby acted fraudulently,
23 maliciously, oppressively and with reckless disregard of Plaintiff’s rights and safety, and thereby
24 entitling Plaintiff to an award of punitive damages.

25 **SIXTH CAUSE OF ACTION**

26 NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

27 (Against All Defendants)

28 188. Plaintiff repeats and realleges all of the allegations set forth in the preceding

1 paragraphs as if the same were fully set forth herein and with the same full force and effect.

2 189. In the alternative, if said conduct of Defendants, and each of them, and of their
3 agents and employees was not intentional, it was negligent and Plaintiff is thereby entitled to
4 general damages for negligent infliction of emotional distress.

5 **SEVENTH CAUSE OF ACTION**

6 RETAILATION IN VIOLATION OF LABOR CODE §98.6

7 (California Labor Code §98.6)

8 (Against SpaceX And Does 1-50)

9 190. Plaintiff repeats and realleges all of the allegations set forth in the preceding
10 paragraphs as if the same were fully set forth herein and with the same full force and effect.

11 191. California Labor Code §98.6 prohibits an employer from retaliating against an
12 employee for filing a bona fide complaint, or a claim, or instituted any proceeding relating to rights
13 under the jurisdiction of the labor commission.

14 192. Plaintiff's aforementioned protected activity, as described hereinabove, was a
15 motivating factor in SpaceX's decisions, which were averse to Plaintiff, in regard to compensation
16 and terms, conditions and privileges of employment.

17 193. SpaceX retaliated against Plaintiff as manifested by several acts depicted above and
18 SpaceX, among other things, unlawfully forced her to return before her medical leave expired
19 without valid justification.

20 194. The aforementioned acts are retaliatory against Plaintiff, and a violation against
21 California Labor Code § 98.6. As a result of the foregoing wrongful conduct, Plaintiff is entitled to
22 recover restitution damages in the form of payment of unlawfully withheld wages, including
23 overtime.

24 195. Pursuant to California Labor Code § 98.6(b)(3), Plaintiff is also entitled to recover
25 a civil penalty of up to ten thousand dollars (\$10,000.00) for each of SpaceX's violations of
26 California Labor Code § 98.6.

27 196. As a direct and proximate result of SpaceX's retaliation, Plaintiff has suffered, and
28 continues to suffer, substantial damages including, but not limited to, back wages, future wages,

1 lost benefits, severe emotional distress, and other pecuniary and non-pecuniary losses in an amount
2 to be proven at trial.

3 197. As a further direct and proximate result of Defendant's conduct, Plaintiff has
4 suffered loss of financial stability, peace of mind and future security, and has suffered
5 embarrassment, humiliation, severe mental and emotional pain and distress and discomfort, all to
6 Plaintiff's detriment and damage in amount not fully ascertained but with the jurisdiction of this
7 court and subject to proof at the time of trial.

8 198. Plaintiff is informed and believes, and thereon alleges that the employees, officers,
9 directors, and/or managing agents of SpaceX acted intentionally with malice and oppression, as
10 their unlawful acts were carried out with full knowledge of the extreme risk of injury, involved,
11 and with willful and conscious disregard for Plaintiff's rights. They also acted fraudulently, as they
12 willfully concealed the fact that Plaintiff's employment rights were being violated, with the intent
13 to deprive Plaintiff of employment benefits. Accordingly, an award of punitive damages is
14 warranted in an amount to be determined at the time of trial.

15 199. Plaintiff is informed and believes and thereon alleges that the actions of SpaceX's
16 employees, officers, directors, and/or managing agents were undertaken with the prior approval,
17 consent, and authorization of SpaceX and were subsequently authorized and ratified by it as well
18 by the and through its officers, directors, and/or managing agents.

19 200. Plaintiff is also entitled to recover Plaintiff's reasonable attorneys' fees pursuant to
20 Code of Civil Procedure Section 1021.5, the substantial benefit doctrine.

21 **EIGHTH CAUSE OF ACTION**

22 **WHISTLEBLOWER RETAILATION**

23 (California Labor Code §1102.5)

24 (Against SpaceX And Does 1-50)

25 201. Plaintiff repeats and realleges all of the allegations set forth in the preceding
26 paragraphs as if the same were fully set forth herein and with the same full force and effect.

27 202. At all times material to this Complaint, Labor Code §1102.5 was in effect and
28 binding on SpaceX. This section requires SpaceX, or any person acting on behalf of SpaceX, to

1 refrain from retaliating against an employee who discloses information to a person with authority
2 over the employee or to another employee who has authority to investigate, discover, or correct the
3 violation or noncompliance, if the employee has reasonable cause to believe that the information
4 discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state,
5 or federal rule or regulation, regardless of whether disclosing the information is part of the
6 employee's job duties.

7 203. Labor Code 1102.5 also prohibits SpaceX, or any person acting on behalf of SpaceX,
8 from retaliating against an employee because SpaceX believes that the employee disclosed or may
9 disclose information to a government or law enforcement agency, to a person with authority over
10 the employee or another employee who has the authority to investigate, discover, or correct the
11 violation or noncompliance, or for providing information to, or testifying before, any public body
12 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
13 that the information discloses a violation of state or federal statute, or a violation of or
14 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
15 information is part of the employee's job duties.

16 204. As alleged hereinabove, Plaintiff disclosed to SpaceX, including SpaceX's Human
17 Resources Department and supervisors, the illegal discrimination, harassment, and retaliation that
18 was taking place at SpaceX in violation of state and federal laws.

19 205. All of the individuals that Plaintiff disclosed the illegal behavior to either had
20 authority over Plaintiff or the authority to investigate, discover, or correct the violations.

21 206. SpaceX retaliated against Plaintiff for Plaintiff's whistleblowing, by forcing her to
22 return before her medical leave expired, among other things that are alleged herein above, in
23 violation of Labor Code §1102.5.

24 207. As a direct and proximate result of SpaceX's conduct, Plaintiff has suffered, and
25 continues to suffer, substantial damages including, but not limited to, back wages, future wages,
26 lost benefits, severe emotional distress, and other pecuniary and non-pecuniary losses in an amount
27 to be proven at trial.

28 208. As a further direct and proximate result of SpaceX's conduct, Plaintiff has suffered

1 loss of financial stability, peace of mind and future security, and has suffered embarrassment,
2 humiliation, severe mental and emotional pain and distress and discomfort, all to Plaintiff's
3 detriment and damage in amount not fully ascertained but with the jurisdiction of this court and
4 subject to proof at the time of trial.

5 209. Plaintiff is informed and believes and thereon alleges that the actions of SpaceX's
6 employees, officers, directors, and/or managing agents were undertaken with the prior approval,
7 consent, and authorization of SpaceX and were subsequently authorized and ratified by it as well
8 by the and through its officers, directors, and/or managing agents.

9 210. Defendant committed the acts alleged herein oppressively and maliciously, with the
10 wrongful intention of injuring Plaintiff, from an evil and improper motive amounting to malice,
11 and in conscious disregard of Plaintiff's rights. Thus, an award of punitive damages is warranted
12 in an amount to be determined at the time of trial.

13 211. Pursuant to Labor Code §1102.5(f) and in addition to the foregoing, Plaintiff is
14 entitled to the imposition and recovery of a civil penalty of \$10,000.00 for each violation.

15 **NINTH CAUSE OF ACTION**

16 CALIFORNIA EQUAL PAY ACT

17 (California Labor Code §1197.5)

18 (Against SpaceX And Does 1-50)

19 212. Plaintiff repeats and realleges all of the allegations set forth in the preceding
20 paragraphs as if the same were fully set forth herein and with the same full force and effect.

21 213. At all times material to this Complaint, Labor Code §1197.5 was in effect and
22 binding on SpaceX. This section forbids SpaceX, or any person acting on behalf of SpaceX, from
23 paying any employee at wage rates less than those paid to employees of the opposite sex in the
24 same establishment for equal work on jobs the performance of which requires equal skill, effort,
25 and responsibility, and which are performed under similar working conditions, except where the
26 payment is made pursuant to a seniority system, a merit system, a system which measures earnings
27 by quantity or quality of production, or a differential based on any bona fide factor other than sex.

28 214. "To prove a violation of that basic principle, a plaintiff must establish that, based on

1 gender, the employer pays different wages to employees doing substantially similar work under
2 substantially similar conditions. [Footnote omitted.]” Cal. Lab. Code, §1197.5(a); *Hall v. Cnty. of*
3 *Los Angeles* (2007) 148 Cal.App.4th 318, 323.

4 215. Here, Plaintiff was paid less than a male employee, who had the exact same job title
5 and duties as Plaintiff and who started his role within days as Plaintiff starting that same role. There
6 can be no other reason, other than gender, for SpaceX paying different wages to employees doing
7 not just substantially similar work under substantially similar conditions, but rather, doing the *exact*
8 *same* work under the *exact same* conditions.

9 216. Plaintiff complained about the pay disparity and expressed that it was based on her
10 sex, yet nothing was done to eliminate the differential between Plaintiff’s pay and that of her male
11 counterpart.

12 217. Plaintiff is informed and believes that such pay disparity continues to exist between
13 Plaintiff and her male counterparts and SpaceX is intentionally, willfully, and continuing to pay
14 Plaintiff and other female employees less than their male counterparts.

15 218. Furthermore, several other employees, along with Plaintiff, complained of the pay
16 inequity rampant at SpaceX, wherein women are paid less than men. Even so, SpaceX has done
17 nothing to prevent this blatant difference in pay; quite the opposite, it continued to pay women less
18 than men.

19 219. The above said acts of Defendant constitute violations of the California Fair Pay Act
20 and were a proximate cause in Plaintiff’s damages as stated below.

21 220. As a direct and proximate result of SpaceX’s conduct, Plaintiff has suffered, and
22 continues to suffer, substantial damages including, but not limited to, the balance of the wages,
23 liquidated damages equal to double the differential, severe emotional distress, and other pecuniary
24 and non-pecuniary losses in an amount to be proven at trial.

25 221. As a proximate result of SpaceX’s negligent hiring, retention, and supervision as
26 hereinabove alleged, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental
27 anguish, and emotional and physical distress, and has been injured in mind and health. As a result
28 of said distress and consequential harm, Plaintiff has suffered such damages in an amount in

1 accordance with proof at the time of trial.

2 222. Defendant, engaging in the conduct hereinabove alleged, acted fraudulently,
3 maliciously, oppressively and with reckless disregard of Plaintiff's rights and safety, and thereby
4 entitling Plaintiff to an award of punitive damages. Defendant authorized, ratified, knew of the
5 wrongful conduct complained of herein, but failed to take immediate and appropriate corrective
6 action to remedy the situation and thereby acted fraudulently, maliciously, oppressively and with
7 reckless disregard of Plaintiff's rights and safety, and thereby entitling Plaintiff to an award of
8 punitive damages.

9 223. Plaintiff is also entitled to recover Plaintiff's reasonable attorneys' fees pursuant to
10 Labor Code Section 1197.5(h).

11 **TENTH CAUSE OF ACTION**

12 CONFIDENTIALITY OF MEDICAL INFORMATION ACT

13 (California Civil Code §56.20)

14 (Against SpaceX And Does 1-50)

15 224. Plaintiff repeats and realleges all of the allegations set forth in the preceding
16 paragraphs as if the same were fully set forth herein and with the same full force and effect.

17 225. At all times material to this Complaint, Civil Code §56.20 was in effect and binding
18 on SpaceX. This section requires SpaceX, or any person acting on behalf of SpaceX, to "establish
19 appropriate procedures to ensure the confidentiality and protection from unauthorized use and
20 disclosure of that [medical] information." Cal. Civ. Code §56.20(a).

21 226. Section 56.20 further prohibits SpaceX, or any person acting on behalf of SpaceX,
22 from "us[ing], disclos[ing], or knowingly permit[ting] its employees or agents to use or disclose
23 medical information which the employer possesses pertaining to its employees without the patient
24 having first signed an authorization under Section 56.11 or Section 56.21 permitting such use or
25 disclosure," subject to certain exceptions, including: "(1) The information may be disclosed if the
26 disclosure is compelled by judicial or administrative process or by any other specific provision of
27 law. (2) That part of the information which is relevant in a lawsuit, arbitration, grievance, or other
28 claim or challenge to which the employer and employee are parties and in which the patient has

1 placed in issue his or her medical history, mental or physical condition, or treatment may be used
2 or disclosed in connection with that proceeding. (3) The information may be used *only* for the
3 purpose of administering and maintaining employee benefit plans, including health care plans and
4 plans providing short-term and long-term disability income, workers' compensation [,] and for
5 determining eligibility for paid and unpaid leave from work for medical reasons.” Cal. Civ. Code
6 §56.20(c) (Italics added).

7 227. Here, Plaintiff’s confidential and private medical information was disclosed by
8 SpaceX to Brooks, without any authorization whatsoever from Plaintiff, in direct violation of
9 subsection (c) of section 56.20. It therefore follows that subsection (a) of section 56.20 was also
10 violated as SpaceX did not take adequate safeguard measures to ensure the safekeeping and
11 confidentiality of Plaintiff’s medical records.

12 228. SpaceX’s use and disclosure of Plaintiff’s medical information does not fall into one
13 of the exceptions outlined in section 56.20, subsection (c).

14 229. The above said acts of Defendant constitute violations of the California
15 Confidentiality of Medical Information Act and were a proximate cause in Plaintiff’s damages as
16 stated below.

17 230. As a direct and proximate result of SpaceX’s conduct, Plaintiff has suffered, and
18 continues to suffer, substantial damages including, but not limited to, compensatory damages,
19 severe emotional distress, and other pecuniary and non-pecuniary losses in an amount to be proven
20 at trial.

21 231. As a proximate result of SpaceX’s negligent supervision and failure to warn as
22 hereinabove alleged, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental
23 anguish, and emotional and physical distress, and has been injured in mind and health. As a result
24 of said distress and consequential harm, Plaintiff has suffered such damages in an amount in
25 accordance with proof at the time of trial.

26 232. SpaceX, engaging in the conduct hereinabove alleged, acted fraudulently,
27 maliciously, oppressively and with reckless disregard of Plaintiff’s rights and safety, and thereby
28 entitling Plaintiff to an award of punitive damages, not to exceed \$3,000, in accordance with

1 California Civil Code §56.35. SpaceX authorized, ratified, knew of the wrongful conduct
2 complained of herein, but failed to take immediate and appropriate corrective action to remedy the
3 situation and thereby acted fraudulently, maliciously, oppressively and with reckless disregard of
4 Plaintiff's rights and safety, and thereby entitling Plaintiff to an award of punitive damages.

5 233. Plaintiff is also entitled to recover Plaintiff's attorneys' fees up to \$1,000 pursuant
6 to Civil Code Section 56.35.

7 **ELEVENTH CAUSE OF ACTION**

8 **UNLAWFUL BUSINESS PRACTICES**

9 (California Business and Professions Code §17200)

10 (Against SpaceX And Does 1-50)

11 234. Plaintiff repeats and realleges all of the allegations set forth in the preceding
12 paragraphs as if the same were fully set forth herein and with the same full force and effect.

13 235. Plaintiff is informed, believes, and based thereon alleges, that the practices alleged
14 herein constitute an unlawful, unfair, and/or fraudulent business practice, as set forth in Business
15 & Professions Code §17200, *et. seq.*

16 236. Plaintiff is informed, believes, and based thereon alleges, that the practices alleged
17 herein present a continuing threat to members of the public as Defendant conducted and continues
18 to conduct business activities while failing to comply with the legal mandates cited herein.

19 237. Furthermore, such skirting of the legal mandates cited herein presents a threat to the
20 general public in that the enforcement of such laws is essential to ensure that all California
21 employers complete equally, and that no California employer receives an unfair competitive
22 advantage at the expense of its employees.

23 238. As a result of Defendant's conduct, Plaintiff has suffered damages, in an amount to
24 be determined according to proof at trial.

25 239. Defendant, engaging in the conduct hereinabove alleged, acted fraudulently,
26 maliciously, and oppressively, and thereby entitling Plaintiff to an award of punitive damages
27 pursuant to California Civil Code §3294.

28 240. As a result of Defendant's unlawful and unfair business practices, Plaintiff is entitled

1 and does seek restitution, and other appropriate relief available under Business and Professions
2 Code §§17200 and 17203.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff seeks judgment against Defendants, and each of them, in an
5 amount according to proof, as follows:

6 1. For an order declaring that Defendants' conduct violate the statutes and laws
7 referenced herein;

8 2. For an order finding in favor of Plaintiff on all counts asserted herein;

9 3. For general, compensatory, and consequential damages according to proof,
10 including, but not limited to, for lost wages, earnings, and other employee benefits, and all other
11 sums of money, together with interest on these amounts;

12 4. For all liquidated damages and statutory penalties authorized or required by law;

13 5. For restitution of all wrongfully withheld amounts in an amount according to proof;

14 6. For special damages according to proof;

15 7. For all equitable relief;

16 8. For general damages for mental pain and anguish and emotional distress;

17 9. Preliminary and permanent injunctions enjoining and restraining Defendants from
18 continuing the unfair and unlawful business practices set for above, and the requiring the
19 establishment of appropriate and effective policies, procedures, and practices in place to prevent
20 future violations of the aforementioned California laws;

21 10. For declaratory relief;

22 11. For pre-judgment and post-judgment interest on each of the foregoing at the legal
23 rate from the date the obligation became due through the date of judgment on this matter as
24 required by law;

25 12. For punitive and exemplary damages on all applicable causes of action in amounts
26 sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct
27 in the future;

28 13. For an award to Plaintiff of her reasonable costs of suit, attorneys' fees, and expert

1 witness fees under all applicable statutory or contractual basis; and

2 14. For such other and further relief as this Court may deem just and proper.

3 DATED: March 5, 2024

Respectfully submitted,

4 **VALLES LAW, P.C.**

5
6 By: 

7 Daniel Valles
8 Kayla M. Rathjen
9 Attorneys for Plaintiff
MICHELLE DOPAK

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff Michelle Dopak hereby demands a jury trial on all issues so triable.

13
14 DATED: March 5, 2024

Respectfully submitted,

15 **VALLES LAW, P.C.**

16
17 By: 

18 Daniel Valles
19 Kayla Rathjen
Attorneys for Plaintiff
MICHELLE DOPAK