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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 BRITTANY ALVARADO, an individual;
18 KRISTINA PEREZ, an individual; VICTORIA
19 DIAZ, an individual; ABIGAIL LOZANO; an
20 individual; and JANE DOE, an individual suing
under a pseudonym pursuant to Marsy's Law,

21 Plaintiffs,

22 v.

23 SOCCER WOMEN'S TEAM CO, LLC dba
24 SAN DIEGO WAVE FÚTBOL CLUB, a
California Corporation; NATIONAL
25 WOMEN'S SOCCER LEAGUE, LLC, a
Delaware Limited Liability Corporation; and
26 DOES 1 through 125, inclusive;

27 Defendants.
28

Case No.: 24CU015619C

COMPLAINT FOR DAMAGES FOR

1. Disability Discrimination;
2. Failure to Make Reasonable Accommodation;
3. Failure to Engage in Good Faith Interactive Process;
4. Racial Discrimination;
5. Sexual Harassment;
6. Failure to Investigate and Prevent Discrimination and Harassment;
7. Retaliation in Violation of Gov. Code § 12940;
8. Wrongful Termination;
9. Violation of Sick Leave Policy Labor Code § 233;
10. Violation of CFRA (Gov. Code § 12945.2)

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- 11. Retaliation for Engaging in Protected Activity;**
- 12. Tortious Interference with Future Employment;**
- 13. Wrongful Constructive Discharge in Violation of Public Policy;**
- 14. Negligent Hiring, Retention, Supervision, and Training;**
- 15. Negligence**

AND DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. “A fish rots from the head down.” This expression has been around since the 17th
3 century, and many cultures have taken credit for it, yet, its origin is unclear. What is crystal clear,
4 however, is its meaning: The saying means that *leadership* is the cause of problems in an organization
5 and can lead to its failure. And, this saying is exactly how this case can be summarized.

6 2. The National Women’s Soccer League (“NWSL”) touts itself as the premier women’s
7 professional soccer league in the world, featuring national team players from around the globe. Yet, it
8 has suffered from many allegations and reports of sexual harassment, misconduct, and emotional abuse
9 by coaches and staff over the years, and has received a significant amount of criticism, only to offer
10 pathetically anemic responses. See, [“Abuse in the U.S. women's pro soccer league was systemic, a](#)
11 [report finds”](#). *NPR*. October 3, 2022, See also, Press, Associated (October 3, 2022). ["Investigation Into](#)
12 [NWSL Finds Emotional Abuse, Sexual Misconduct"](#). *Sports Illustrated*. Retrieved September 28, 2024;
13 Cash, Meredith. ["The NWSL may have contradicted its own anti-harassment policy in clearing a](#)
14 [former head coach of wrongdoing"](#). *Business Insider*. Retrieved September 28, 2024.

15 3. These inactions culminated in multiple investigations, including an outside investigation
16 titled *Report of the Independent Investigation to the U.S. Soccer Federation Concerning Allegations of*
17 *Abusive Behavior and Sexual Misconduct in Women’s Professional Soccer*, known as the Yates Report.

18 4. Released in October 2022, the explosive Yates Report expressly names San Diego Wave
19 President Jill Ellis as complicit, at best, in the abuse multiple players experienced in the NWSL.
20 Specifically, the Yates Report found that in 2014 and 2015, national team players specifically
21 complained to Ellis, then the coach of the United States Women’s National Team, about the abusive
22 conduct of NWSL Coaches Paul Riley and Rory Dames. Ellis also received the results of player
23 surveys in 2014 and 2015 outlining the details of the abuse. Additionally, the Yates Report found Ellis
24 hired coach Christy Holly in 2018 without any due diligence, background checks, or reference checks
25 at U.S. Soccer. Had Ellis done any review whatsoever, she would have learned Holly should not be
26 hired – as he was asked to resign from his NWSL position in 2017 after repeated and ongoing
27 complaints by players regarding his verbal and emotional abuse and because he had a sexual
28 relationship with that team’s captain which led to a toxic and disruptive locker room environment.

1 Holly went on to coach at Racing Louisville, where he was ultimately fired in 2021 for sexual
2 misconduct toward a player. Despite these clearly disqualifying findings, Ellis remains San Diego
3 Wave’s President today.

4 **5.** Ellis’s arrogant disregard for due diligence and her pattern of turning a blind eye to
5 abusive conduct were not limited to the coaching staff and soccer players. Ellis continued the same
6 inappropriate and unlawful behavior with San Diego Wave’s operational employees.

7 **6.** Unbeknownst to the public but well-known to the NWSL, Ellis’s cultural and legal
8 failings, and the abusive and hostile work environment in San Diego had become so large that multiple
9 employees reported her conduct to the NWSL and asked for help from the NWSL. Specifically, San
10 Diego Wave employees told the NWSL that directors routinely left Ellis’s office in tears as early as
11 November 2022. The reason for the tears was not a mystery as the entire organization could often hear
12 Ellis’s yelling in her office. The NWSL did not act on these complaints of abusive and toxic workplace
13 culture, allowing the behavior to continue to fester.

14 **7.** Ellis, as San Diego Wave’s President, not only set the tone for an abusive and toxic
15 workplace culture, but failed to install any qualified safeguards or checks on her own conduct. Instead
16 of hiring individuals with experience, she mainly hired friends of friends that lacked qualifications for
17 the job. For example, Ellis hired her wife’s friend from Jazzercise, Megan Wakefield, as the VP of
18 People and Culture. When Wakefield ultimately left the organization this year, representatives from the
19 NWSL, in full recognition of the wholesale failure to hire competent and appropriate Human Resources
20 staff, apologized to many San Diego Wave employees and stated they would make sure Wakefield’s
21 replacement was “qualified.”
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1 Constitution and contends that the disclosure of her true identity, by suing under her name, will
2 compromise her safety and her privacy in a sensitive, personal matter.

3 13. Plaintiff is informed and believes and on that basis alleges the Defendant SOCCER
4 WOMEN’S TEAM Co., LLC, doing business as SAN DIEGO WAVE FÚTBOL CLUB (“WAVE”), is a
5 limited liability company organized and existing under the laws of the State of California, with its
6 principal place of business in San Diego County. Defendant WAVE is an employer as that term is
7 defined under 2 Cal. Code Regs. § 11008(d)(1), subjecting it to the terms and obligations of the Fair
8 employment and Housing Act (“FEHA”). Plaintiffs have met all of the jurisdictional requirements for
9 proceeding with claims under the FEHA by timely filing administrative complaints with the Department
10 of Fair Employment and Housing (“DFEH”) and receiving Right to Sue Letters.

11 14. Plaintiff is informed and believes and on that basis alleges that Defendant NATIONAL
12 WOMEN’S SOCCER LEAGUE, LLC (“NWSL”) is a limited liability company organized and existing
13 under the laws of the State of Delaware, with its principal place of business in New York City.

14 15. The true names and capacities, whether individual, corporate, associate, or otherwise, of
15 Defendants names herein DOES 1 through 125, inclusive, are unknown presently to Plaintiffs, who
16 therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believe and thereon
17 allege that each of the Defendants designated herein as a DOE are in some manner, means, or degrees,
18 responsible for the matters and wrongs alleged in this Complaint. Plaintiffs will ask for leave of this
19 Court to amend this Complaint to show the true names and capacities of such Defendants when such
20 names are discovered. Plaintiffs are informed and believe and thereon allege that each of the factiously
21 named Defendants are indebted to Plaintiffs as hereinafter alleged and that Plaintiffs’ rights against such
22 fictitiously named Defendants arises from such indebtedness. Plaintiffs designate DOES 1 through 25 as
23 DOES with respect to Plaintiff ALVARADO’s claims; DOES 26 through 50 as DOES with respect to
24 Plaintiff PEREZ’s claims; DOES 51 through 75 as DOES with respect to Plaintiff DIAZ’s claims;
25 DOES 76 through 100 as DOES with respect to Plaintiff LOZANO’s claims; and DOES 101-125 as
26 DOES with respect to PLAINTIFF JANE DOE’s claims.

27 16. Plaintiffs are informed and believe and thereon allege that Defendants and each of them,
28 were at all times mentioned the agents and/or employees of each and every other Defendant and were at

1 all times mentioned acting with the purposes and scope of said agency and/or employment and were
2 acting with the authorization and ratification of each of the remaining Defendants.

3 **VENUE**

4 17. Venue is proper in this Court because Defendants conduct business in this County and
5 because a substantial part of the events and omissions giving rise to Plaintiffs' causes of action occurred
6 in this County.

7 **FACTUAL ALLEGATIONS**

8 18. Defendant WAVE's first season in the NWSL was in 2022. The opportunity to work for
9 Defendant WAVE and with someone as esteemed as Ellis was promoted by Defendant WAVE as a
10 dream job. Defendant WAVE often recruited employees and asked them to relocate for the job.
11 Defendant WAVE had ambitious aims, with initial splashy player signings like Alex Morgan and Abby
12 Dahlkemper.

13 19. What employees often found when arriving at Defendant WAVE was more of a
14 nightmare. Instead, Defendant WAVE employees found a culture that at best required walking on
15 eggshells and at worst reduced many to tears.

16 20. Defendant WAVE did not have protections or procedures in place for workplace
17 complaints. In fact, Defendant WAVE did not have so much as an employee handbook until midway
18 through 2023.

19 21. During the 2022 season, Defendant NWSL did not have a reporting hotline for front
20 office employees to anonymously report Human Resources concerns. However, things were so abusive
21 that eventually Defendant WAVE employees did manage to reach out to the league with their concerns
22 about the hostile work environment at Defendant WAVE. Defendant NWSL received complaints
23 detailing Ellis's conduct as early as November 2022.

24 22. In early 2023, Defendant NWSL hired Lauren Lopez as its new Chief People and Culture
25 Officer and eventually established an anonymous text and phone line where employees could reach out
26 to the league with complaints.

1 **San Diego Wave Investigations**

2 23. After the creation of the tip line, Defendant NWSL conducted two separate investigations
3 into Defendant WAVE’s culture. On information and belief, one of these investigations took place from
4 February 2023 to September 2023 and the other took place from February 2024 to May 2024.

5 24. These investigations scrutinized the treatment of employees and the culture at Defendant
6 WAVE, including with respect to numerous complaints by Plaintiffs. Defendant NWSL’s investigations
7 were biased and discounted by the league, leading to a failure to address systemic issues within the
8 organization. They also failed to do the basics, like analyze the facts presented in the complaints they
9 received using the language in their own policies.

10 25. For example, when Defendant NWSL investigated Plaintiff DOE’s complaints of sexual
11 assault by a coworker, instead of investigating whether Defendant WAVE should take any action
12 because of those complaints, Defendant NWSL focused its investigation only on whether Defendant
13 WAVE had any knowledge of the sexual assault taking place. Horrifyingly, Defendant NWSL told
14 Plaintiff DOE during the investigative read out that Defendant WAVE had not been on notice of her
15 sexual assault because she used the word “assault” instead of the phrase “sexual assault” when reporting
16 the incidents. Defendant NWSL’s own policy does not use the term “assault.” Rather, it uses the vague
17 term “misconduct.” There is no reason to require a sexual assault survivor to use magic language when
18 reporting.

19 26. Defendant NWSL’s investigations only looked backward – not on whether Defendant
20 WAVE needed to take any action to protect employees presently, or going forward, but whether
21 Defendant WAVE should have done anything differently previously. This investigative slant fails to
22 protect employees, and fails to correct unlawful hostile work environments.

23 27. Defendant NWSL failed to incorporate related additional complaints once an ongoing
24 investigation began. For example, when Defendant WAVE employees sought help from Defendant
25 NWSL in September 2023, understanding that an ongoing investigation was taking place and wanting to
26 provide additional complaints and information, those complaints were ignored with respect to the first
27 investigation. The September 2023 complaints and information only became part of the second
28 investigation after insistence from current and former employees of Defendant WAVE, including

1 Plaintiffs. Defendant NWSL's affirmative decision to operate in investigatory silos not only allowed
2 abuse and unlawful employment law practices to continue, it ratified them.

3 **Brittany Alvarado's Time at San Diego Wave**

4 28. Plaintiff ALVARADO was hired by Defendant WAVE as Video and Creative Manager
5 on or about March 20, 2023.

6 29. Plaintiff ALVARADO left her previous role at Charlotte Football Club on or about
7 March 11, 2023, where she had served as Senior Video Manager earning \$70,000 annually to pursue
8 what she believed to be her dream job with Defendant WAVE. Plaintiff ALVARADO had just been
9 promoted by Charlotte Football Club to Senior Manager after building the video department from the
10 ground up. Despite loving Charlotte Football Club, she left and effectively took a demotion because of
11 her dedication to growing the women's game.

12 30. Plaintiff ALVARADO was recruited to work with Defendant WAVE by her direct
13 supervisor, Tyler Emerick, Senior Director of Marketing, who assured her that she would have
14 autonomy over the equipment budget and the necessary tools to execute her job at the highest standard.
15 However, from the start, Plaintiff ALVARADO experienced pushback and difficulty in obtaining the
16 equipment she needed to her do her job and to do it well.

17 31. Contrary to Emerick's assurances, Defendant WAVE failed to provide Plaintiff
18 ALVARADO with the equipment she required to fulfill her job responsibilities. Specifically, Defendant
19 WAVE's Corporate Partnerships team, without prior consultation with Plaintiff ALVARADO, pursued
20 a partnership with Sony for video equipment, despite Plaintiff ALVARADO's expressed preference for
21 Canon equipment based on her extensive experience and comfort with that system.

22 32. Plaintiff ALVARADO was put in a difficult position, as she was compelled to use
23 unfamiliar Sony equipment for important early projects, such as the home opener. This led to a
24 noticeable decrease in the quality of her work. The problem was made worse by a 10-day delay in
25 receiving any professional-grade equipment, which resulted in immediate and unjustified criticism of
26 Plaintiff ALVARADO's abilities by her superiors and colleagues.

27 33. On March 29, 2023, Plaintiff ALVARADO was ultimately allowed to purchase minimal
28 Canon equipment for videography purposes. However, this equipment was insufficient for her

1 responsibilities. Plaintiff ALVARADO did not receive budget for photography equipment when she
2 started, forcing her to use her personal camera to fulfill her duties.

3 34. On September 20, 2023, Plaintiff ALVARADO was instructed to capture both video and
4 still photography during a work assignment. Plaintiff ALVARADO successfully executed the video
5 component of the assignment; however, she was unable to capture the required still photographs due to
6 the lack of appropriate photography equipment. Despite numerous prior requests to her supervisor, Tyler
7 Emerick, for adequate equipment to perform her job duties, Defendant WAVE had failed to provide the
8 necessary tools. Plaintiff ALVARADO was left without access to a professional camera or lenses
9 suitable for the high-quality still photography that she is capable of and that was expected of her.

10 35. Following the incident, Plaintiff ALVARADO's supervisor, Tyler Emerick, reprimanded
11 her. Instead of acknowledging the systemic issue of inadequate equipment, Emerick criticized Plaintiff
12 ALVARADO for her inability to complete the still photography portion of the assignment. This
13 reprimand ignored the fact that Plaintiff ALVARADO had been vocal and proactive in her requests for
14 the necessary tools to perform her duties, all of which were disregarded by Defendant WAVE.

15 36. In response to Plaintiff ALVARADO's explanation regarding the lack of equipment,
16 Emerick suggested that she should have either borrowed personal camera equipment from her colleague,
17 Brandon Bullas, or used an iPhone to capture the still images. This suggestion was not only
18 unprofessional but also highly inappropriate, as the use of an iPhone for high-stakes professional
19 photography was entirely inadequate and would not meet the quality expectations set by Defendant
20 WAVE itself. It also further disregarded Defendant WAVE's consistent failure to provide Plaintiff
21 ALVARADO with the resources needed to perform her duties to the standards expected of her.

22 37. This approach by Emerick, and by extension Defendant WAVE, demonstrated a blatant
23 disregard for the professional requirements of Plaintiff ALVARADO's position and effectively set her
24 up for failure. The lack of proper equipment and the subsequent reprimand placed Plaintiff
25 ALVARADO in a position where her professional reputation and credibility were unfairly jeopardized,
26 despite the circumstances being entirely within the control and responsibility of Defendant WAVE.

27 38. In response to Defendant WAVE's persistent lack of support and dereliction of duty,
28 Plaintiff ALVARADO escalated her concerns to Megan Wakefield, Defendant WAVE's Vice President

1 of People & Culture, on or about September 20, 2023. However, Wakefield failed to take any effective
2 action, inappropriately offering only that Plaintiff ALVARADO should address her concerns directly
3 with Emerick, despite Plaintiff ALVARADO's numerous previous attempts to do so.

4 39. On or about September 21, 2023, Plaintiff ALVARADO and other colleagues reached
5 out the NWSL anonymously via a text hotline to report these serious ongoing employment issues.
6 Plaintiff ALVARADO later learned that her complaints were assumed to be part of an ongoing
7 investigation, in which she was not involved. As a result, no second investigation was opened at the
8 time, causing delay, and further harm. This demonstrates the NWSL's inability to competently conduct
9 "independent" investigations or accurately document complaints, let alone take corrective action to
10 protect staff and players from violations of the law.

11 40. Plaintiff ALVARADO was subjected to discriminatory and opaque hiring practices
12 within Defendant WAVE, particularly in relation to the hiring of a Graphic Design and Brand Manager.
13 This position was initially offered to Plaintiff ALVARADO's former colleague at Charlotte FC, Ryland
14 Tunney. Tunney declined the offers on both occasions but later reached out to Defendant WAVE in
15 March 2023, after which he was re-offered the position. Ryland declined the job again, leaving
16 Defendant WAVE without a full-time internal graphic designer.

17 41. During this period, Defendant WAVE relied on external resources until June 2023, as
18 Tyler Emerick, Senior Director of Marketing, expressed a preference for waiting until Ryland was
19 "ready" to accept the position. Plaintiff ALVARADO advocated for the immediate hiring of an internal
20 designer to build consistency within the team. However, Emerick continued to string other candidates
21 along in anticipation of Ryland's potential acceptance. During this time, Plaintiff ALVARADO was the
22 only full-time creative staffer capable of executing and managing videography and photography
23 assignments.

24 42. In June 2023, Defendant WAVE finally hired Brandon Bullas as Graphic Design
25 Manager. Bullas, who had no prior professional photography experience, received countless
26 opportunities from Emerick to photograph team training, away match training, and merchandise shoots
27 as lead photographer, which was outside of his job description. Plaintiff ALVARADO expressed
28 frustration about the quality of the photography being below the acceptable standard and his lack of

1 qualifications. Emerick and Bullas often acknowledged Bullas's lack of qualifications or substandard
2 work product.

3 43. On or about November 28, 2023, during a marketing meeting, Emerick announced that
4 another graphic designer position had been filled, implicitly referring to Tunney. This decision was
5 made without prior notice to Plaintiff ALVARADO, despite her active involvement in related
6 responsibilities. Plaintiff ALVARADO was stunned by the lack of transparency and being deliberately
7 excluded from a process that directly impacted her professional role and standing within the
8 organization.

9 44. Throughout the remainder of 2023 and into early 2024, Plaintiff ALVARADO was
10 systematically marginalized within Defendant WAVE. She was excluded from key decisions, such as
11 equipment purchases and project leadership roles.

12 45. On or about February 8, 2024, Plaintiff ALVARADO was effectively sidelined for
13 Defendant WAVE's Media Day, with an external creative agency hired to perform the tasks that were
14 typically under her purview. Plaintiff ALVARADO's exclusion from Media Day responsibilities, a role
15 she had previously excelled in, was particularly egregious. Plaintiff ALVARADO was relegated to
16 walking around the set with no meaningful responsibilities despite her experience and talent. In doing
17 so, Defendant WAVE unjustly denied Plaintiff ALVARADO the chance to advance professionally and
18 gain valuable experience. On information and belief, this was in retaliation for ALVARADO's
19 continued expression of concerns regarding the treatment of employees in the organization, including
20 her request for an investigation into workplace conditions at WAVE.

21 46. The cumulative effect of Defendant WAVE's unlawful actions – ranging from
22 insufficient support and resources to systematic exclusion and professional undermining – led Plaintiff
23 ALVARADO to suffer from severe anxiety and depression. These conditions were exacerbated by the
24 ongoing lack of communication and support from Defendant WAVE, particularly from her direct
25 supervisor, Emerick, who ceased communications with Plaintiff ALVARADO entirely after she began
26 raising these employment law violations and workplace culture concerns.

27 47. On February 12, 2024, Plaintiff ALVARADO sought medical attention for her mental
28 health, and subsequently submitted a reasonable work accommodation request to Defendant WAVE

1 through Wakefield. Plaintiff ALVARADO's request was met with further delays and inaction,
2 contributing to her deteriorating mental health. Despite Plaintiff ALVARADO's repeated requests for a
3 good faith attempt to accommodate her disability – specifically either providing ALVARADO a quiet
4 space to edit videos or allow her to edit videos from home – Defendant WAVE refused to engage in the
5 process.

6 48. On February 27, 2024, VP of Marketing Justyne Freud posted on X (formerly Twitter)
7 publicly acknowledging every member of Plaintiff ALVARADO's team except her in relation to the
8 2024 Jersey Launch campaign, a campaign Plaintiff ALVARADO contributed to, despite Plaintiff
9 ALVARADO's ongoing employment.

10 49. Instead, on or about March 1, 2024, Defendant WAVE placed Plaintiff ALVARADO on
11 a clearly retaliatory “unpaid leave of absence,” effectively removing her from her role without
12 addressing the underlying issues or providing any resolution to her complaints. During this unpaid leave
13 of absence, Plaintiff ALVARADO was systematically excluded from team communications and publicly
14 unacknowledged for her contributions, further punishing her for her complaining about the workplace
15 abuse and isolating her within the organization.

16 50. On or about March 6, 2024, Wakefield announced her resignation as the VP of People &
17 Culture via email, leaving Plaintiff ALVARADO uncertain about the status of her unpaid leave of
18 absence and continued efforts to engage in an interactive process with WAVE.

19 51. On or about March 28, 2024, Plaintiff ALVARADO emailed Wakefield with updated
20 medical documentation, hoping to receive some clarity regarding her accommodation and status within
21 the club.

22 52. On or about April 2, 2024, Plaintiff Alvarado corresponded with CJ Solinsky, Defendant
23 WAVE's People & Culture Coordinator, regarding her medical documentation, but no action was taken
24 to resolve the work accommodation issue.

25 53. Plaintiff ALVARADO was still participating in the second investigation by Defendant
26 NWSL into Defendant WAVE's workplace while on unpaid leave. On or about April 17, 2024, Plaintiff
27 emailed Finn & Dixon, the law firm handling the investigation on Defendant NWSL's behalf and
28 questioning their investigation process. Plaintiff ALVARADO expressed concerns over a lack of direct

1 engagement with her.

2 54. On April 23, 2024, Defendant WAVE hired Nancy Stewart as the new Vice President of
3 People & Culture. Stewart was the third HR representative to handle the investigation into Plaintiff
4 ALVARADO's concerns and the third HR representative for Defendant WAVE during Defendant
5 NWSL's investigations. The high rate of turnover further delayed the resolution of the investigation.

6 55. On or about May 5, 2024, Plaintiff ALVARADO submitted updated medical
7 documentation for Family and Medical Leave Act (FMLA) accommodation to Solinsky. Throughout
8 this process, Defendant WAVE's sole focus remained on retrieving Plaintiff ALVARADO's equipment
9 rather than on addressing Plaintiff ALVARADO's mental health concerns and reasonable requests for
10 accommodation.

11 56. On or about May 24, 2024, Defendant WAVE scheduled a courier to pick up Plaintiff
12 ALVARADO's camera equipment without communicating with Plaintiff ALVARADO or confirming
13 the time worked for her. When the courier arrived on May 28, 2024, Plaintiff ALVARADO was
14 uncomfortable as she had neither expected nor agreed to the visit at her home.

15 57. On or about June 4, 2024, Stewart sent an email to Plaintiff ALVARADO, telling her that
16 not returning to the office on June 4, 2024 would be considered "voluntary resignation." Plaintiff
17 ALVARADO responded and clarified again that she was not resigning but was still awaiting proper
18 accommodations and for Defendant WAVE to engage in the required legal process.

19 58. On or about June 5, 2024, Stewart sent Plaintiff ALVARADO an email stating that there
20 was "no private workspace for [Plaintiff Alvarado's] role." This was untrue. Instead, Stewart said that
21 Plaintiff ALVARADO should use noise canceling headphones and a privacy screen.

22 59. On or about June 7, 2024, Plaintiff ALVARADO emailed Stewart to resign from the club
23 as the constant back-and-forth and its unwillingness to accommodate her disability worsened her
24 condition. This lack of reasonable accommodation, coupled with the worsening of her condition caused
25 by the stress of attempting to sensibly work with Defendant WAVE on solutions, led Plaintiff
26 ALVARADO to feel she had no choice but to resign.

27 60. On or about June 10, 2024, Defendant WAVE replied to Plaintiff ALVARADO's email
28 and accepted her resignation.

1 **Kristina Perez’s Time at San Diego Wave**

2 61. On or about March 18, 2023, Plaintiff KRISTINA PEREZ was hired by Defendant
3 WAVE as an Events and Engagement Coordinator, under the Fan Engagement Department, with an
4 annual salary of \$65,000.

5 62. Plaintiff PEREZ’s direct supervisor was Erin Mooney, former Senior Director of
6 Community and Fan Engagement.

7 63. On June 5, 2023, Plaintiff PEREZ was promoted to the role of Events and Fan
8 Engagement Manager by Justyne Freud, Head of Public Relations, Ticketing and Marketing, and Tyler
9 Emerick, Senior Director of Brand and Content, with an increased salary of \$70,000.

10 64. Plaintiff PEREZ consistently performed her duties with excellence, receiving recognition
11 for her efforts.

12 65. On April 29, 2024, Plaintiff PEREZ informed her supervisors via Slack that she would
13 work from home to care for her sick daughter, Makenzie, while still attending all work-related meetings.

14 66. Plaintiff PEREZ attended a work meeting virtually and completed her duties as required.

15 67. Immediately after the meeting, Plaintiff PEREZ was contacted by Nancy Stewart,
16 Defendant WAVE’s newly appointment VP of People and Culture, who informed Plaintiff PEREZ that
17 her employment was being terminated effective immediately, allegedly due to a letter received from a
18 partner.

19 68. No prior warnings or disciplinary actions were issues to Plaintiff PEREZ regarding any
20 alleged performance issues.

21 69. Plaintiff PEREZ requested to see the letter that purportedly led to her termination, but
22 Defendant WAVE refused to provide it.

23 70. Plaintiff PEREZ was offered a severance package contingent upon signing a non-
24 disparagement agreement, which she did not accept.

25 71. Plaintiff PEREZ was terminated because she used an accrued sick day to care for her
26 child.

27 72. Plaintiff PEREZ has since applied to new positions at other companies but has been
28 rejected because of comments made by Defendant WAVE telling such companies not to hire her.

1 **Victoria Diaz's Time at San Diego Wave**

2 73. Plaintiff VICTORIA DIAZ was employed by Defendant WAVE as a Creative Services
3 Manager from February 2022 until her wrongful termination on or about January 4, 2024.

4 74. Plaintiff DIAZ was hired by Defendant WAVE in February 2022 and responsible for
5 managing creative projects, overseeing the work of freelancers, and supporting the club's marketing
6 and branding initiatives. Plaintiff DIAZ's role was integral to maintaining Defendant WAVE's public
7 image and brand consistency, which required her to work closely and collaborate with various
8 departments.

9 75. In or about April 2022, Plaintiff DIAZ was involved in the hiring process for a freelance
10 graphic designer who had been offered a full-time position with Defendant WAVE. Plaintiff DIAZ was
11 pleased with this addition to the team, as she had been managing a significant workload and needed the
12 assistance of a new hire. Plaintiff DIAZ's supervisor, Ali Williams, Head of Brand, Content, and
13 Community, informed her that the offer had been extended and accepted.

14 76. Later that evening, said newly hired designer contacted Plaintiff DIAZ, distraught, and
15 informed her that the offer had been rescinded without explanation. Plaintiff DIAZ sought clarification
16 from Williams, who informed her that Ellis had personally decided not to approve the hire. The
17 decision was made despite the designer's qualifications and the team's need for additional support.

18 77. No clear reason was provided for the decision to rescind the offer, leading Plaintiff DIAZ
19 to suspect the rescindment was racially motivated, as said newly hired designer was Latino. This
20 incident suggested to Plaintiff DIAZ the presence of discriminatory practices within Defendant WAVE,
21 which could potentially affect her own position at Defendant WAVE as a Latina employee.

22 78. On or about September 12, 2022, during one of the busiest weeks of the season leading
23 up to Defendant WAVE's debut at Snapdragon Stadium, Plaintiff DIAZ was confronted by Ellis
24 regarding her living situation, out of the blue. This odd and inappropriate discussion took place during a
25 work-related meeting that quickly turned personal, with Ellis questioning Plaintiff DIAZ about where
26 she was living.

27 79. At the time, Plaintiff DIAZ was commuting from Los Angeles to San Diego and staying
28 at a coworker's home or in a hotel due to the high cost of rent in San Diego and the demands of her job,

1 which often required her to work over 80 hours a week. Plaintiff DIAZ was struggling to find
2 permanent housing due to limited availability, high costs, and minimal time to look for housing. Ellis
3 made derogatory and embarrassing comments, such as stating that Plaintiff DIAZ's living situation was
4 "pretty embarrassing" and "isn't right." Ellis pressured Plaintiff DIAZ to find permanent housing within
5 a week, which was an unrealistic deadline and had not been stated as an explicit requirement of her job
6 with Defendant WAVE.

7 80. Despite Plaintiff DIAZ explaining the challenges she faced in securing housing within
8 such a short timeframe, Ellis continued to publicly belittle her. She said DIAZ "wasn't working hard
9 enough" to find a place, which left Plaintiff DIAZ feeling deeply disrespected, unsupported, and
10 humiliated. Her immediate supervisor, who was present during the meeting, did nothing to defend her
11 or mitigate the wholly inappropriate pressure being placed on her.

12 81. Following this incident, Plaintiff DIAZ's work environment became increasingly hostile.
13 She observed that her contributions were being overlooked, and she was being excluded from key
14 decisions and meetings. This marginalization was further evidenced by the lack of acknowledgment of
15 her efforts, although her work had a significant positive impact on Defendant WAVE's public image
16 and brand.

17 82. On October 31, 2023, during a Halloween event at the office, Plaintiff DIAZ observed
18 Wakefield, the head of HR, dressed in a costume that was culturally associated with Día de los
19 Muertos, a significant and sacred tradition in Latin cultures. As a Latina, Plaintiff DIAZ found this
20 display to be a grossly insensitive act, particularly coming from a senior Human Resources leader who
21 was supposed to be responsible for fostering an inclusive and respectful workplace environment.

22 83. The costume choice by Wakefield, who had previously identified herself as of European
23 descent with no connection to Latin culture, reinforced Plaintiff DIAZ's perception of cultural
24 insensitivity within Defendant WAVE and amongst its employees. This incident left Plaintiff DIAZ
25 feeling further alienated from her workplace, contributing to an already hostile work environment.

26 84. Plaintiff DIAZ repeatedly expressed interest in growing her role and advancing at
27 Defendant WAVE, but was not given opportunities to do so despite glowing performance reviews.
28 Instead, Defendant WAVE continued to hire white male colleagues, for jobs she had expressed interest

1 in and was qualified for.

2 85. On or about January 4, 2024, Plaintiff DIAZ was wrongfully terminated from her
3 position with Defendant WAVE under the pretext that her “role was no longer needed.” The
4 termination meeting, attended by Tyler Emerick and Megan Wakefield, came as a complete shock to
5 Plaintiff DIAZ, as she had never received any prior negative performance reviews or feedback.

6 86. When Plaintiff DIAZ inquired about who would assume her responsibilities, Emerick
7 provided only vague responses, indicating that he would take over the role but offering no clear plan or
8 justification for her termination.

9 87. Plaintiff DIAZ was not offered severance and was pressured to sign a Non-Disclosure
10 Agreement, which she refused.

11 88. Throughout her employment, Plaintiff DIAZ experienced systemic discrimination and a
12 consistent lack of support within Defendant WAVE. Despite her exemplary performance and
13 unwavering dedication, she was frequently overlooked for advancement opportunities, which were
14 instead given to less experienced, predominantly white, male colleagues.

15 89. Plaintiff DIAZ’s attempts to address these issues with her supervisors were often
16 dismissed or met with vague promises of improvement that never materialized. This was evident in
17 Defendant WAVE’s numerous instances of neglect, including when Plaintiff DIAZ was denied budget
18 approvals for essential hires, while other employees received significant pay raises or promotions
19 despite contributing less to the organization.

20 90. Throughout her time at Defendant WAVE, Plaintiff DIAZ was aware that her role would
21 change as the club grew and that her role would ultimately involve niching down in some way. As a
22 result, Plaintiff DIAZ repeatedly expressed interest in pursuing brand director type roles and moving
23 into brand management specifically. Plaintiff DIAZ asked for more opportunities to learn about graphic
24 design and to take on graphic design projects to increase her skill set.

25 91. Despite her continued great performance reviews and the need for someone to work on
26 graphic design projects, Emerick did not give Plaintiff DIAZ these opportunities, instead allowing a
27 white male colleague, Brandon Bullas these opportunities instead. When Plaintiff DIAZ asked Emerick
28 why Bullas and other white male colleagues continued to get opportunities instead of her, he said she

1 was needed for marketing emails. Plaintiff DIAZ expressed that she would like to do more than just
2 handle marketing emails. Emerick cited this as a reason for her termination because she no longer
3 wanted to do marketing emails.

4 92. Plaintiff DIAZ was eager for feedback and ways to improve throughout her time at
5 WAVE. Emerick at one point after continued pressing from Plaintiff DIAZ told her there was no path
6 to leadership at WAVE and failed to provide Plaintiff DIAZ with actionable areas for improvement or
7 next steps at their one-on-one meetings.

8 93. Defendant WAVE routinely provided these types of opportunities to Plaintiff DIAZ's
9 white, male colleagues without terminating their employment.

10 **Abigail Lozano's Time at San Diego Wave**

11 94. Plaintiff Abigail Lozano was employed by Defendant WAVE as the Community
12 Relations Coordinator from August 2022 until November 2023. Plaintiff LOZANO held a role that
13 involved significant responsibility in managing community engagement, event coordination, and other
14 key initiatives related to the club's operations.

15 95. In January 2023, Ellis as President of Defendant WAVE initiated a series of one-on-one
16 meetings with the front office staff, including Plaintiff LOZANO. During the meeting, Ellis asked
17 Plaintiff LOZANO about her vision for the community engagement initiatives of the club. The
18 conversation then shifted when Ellis inappropriately inquired about Plaintiff LOZANO's immigration
19 status and why Plaintiff LOZANO did not want to be sponsored by Defendant WAVE. This
20 conversation left Plaintiff LOZANO uncomfortable and humiliated.

21 96. In or around early April 2023, Plaintiff LOZANO was granted advance travel "parole" to
22 visit her sick grandparents in Mexico. This was a significant event for Plaintiff LOZANO, as it marked
23 the first time she had the legal ability to leave the United States since migrating. Plaintiff LOZANO
24 intended to work remotely during said trip.

25 97. During the week of April 10, 2023, Plaintiff LOZANO informed her immediate
26 supervisor that she planned to visit her grandparents but would continue to work remotely, taking only
27 Fridays off as personal days. Plaintiff LOZANO's supervisor agreed and asked Plaintiff LOZANO to
28 provide the specific dates.

1 98. On or about April 18, 2023, Plaintiff LOZANO informed her supervisor that she would
2 be traveling from late May to mid-June. Said supervisor again indicated that this was acceptable and
3 requested the exact dates once known.

4 99. On May 4, 2023, Plaintiff LOZANO emailed the confirmed travel dates to her supervisor,
5 who acknowledged the information but then informed Plaintiff LOZANO that Ellis would need to
6 approve the leave. This was inconsistent with Defendant WAVE's typical practice, as time off requests
7 were typically managed by immediate supervisors and did not require presidential approval.

8 100. Plaintiff LOZANO's supervisor asked if she could reschedule the trip to minimize her
9 absence to just one game. On information and belief, this request came from Ellis. However,
10 rescheduling was not possible as Plaintiff LOZANO had already booked her travel arrangements and
11 would not be able to change her travel window for advanced travel "parole."

12 101. On or about May 12, 2023, Plaintiff LOZANO's supervisor scheduled a call via Teams
13 and informed her that Ellis decided to only allow Plaintiff LOZANO one week of remote work, which
14 was inconsistent with the original agreement. Ellis claimed that she did not want employees
15 "disappearing during the season," adding that such extended absences should only occur during the
16 offseason.

17 102. Plaintiff LOZANO's supervisor attempted to advocate on her behalf through Megan
18 Wakefield, who then discussed the issue further with Ellis. After further discussion, Ellis reluctantly
19 approved two weeks, a decision which conflicted with WAVE's existing policy of unlimited time off
20 managed by immediate supervisors. Plaintiff LOZANO found this to be inconsistent and unequal
21 treatment, particularly as other employees had taken extended work-from-home periods without issue.
22 On information and belief, white employees relocating to work for WAVE were allowed months of
23 remote work at a time during the season. Wakefield strongly implied Plaintiff LOZANO should be
24 grateful Ellis agreed to two weeks and that Ellis was being generous.

25 103. After returning from advance travel "parole," Plaintiff LOZANO's work environment
26 changed completely. Plaintiff LOZANO experienced a series of concerning interactions and increasing
27 tensions within the work environment.

28

1 104. During preparation for WAVE’s Pride event, Plaintiff LOZANO and her team were
2 overworked, requiring them to accrue significant overtime. Although her supervisor approved the
3 overtime hours, Justyne Freud, later took issue with the amount of overtime Plaintiff LOZANO’s team
4 accumulated, leading to a workplace dispute.

5 105. On or about July 24, 2023, during a team outing to then WAVE owner Ron Burkle’s
6 house, Ellis aggressively approached Plaintiff LOZANO, demanding that she organize a Diversity,
7 Equity, and Inclusion (“DEI”) meeting. The purpose of the meeting was to address the “failure” of the
8 WAVE’s Latino Heritage logo, which had been developed by Emerick and Freud without consultation
9 with WAVE’s Latino Heritage DEI group. Ellis’s aggressive tone and approach during this interaction
10 left Plaintiff LOZANO feeling scared, vulnerable, and pressured.

11 106. On or about July 25-26, 2023, Plaintiff LOZANO worked from home. WAVE’s standard
12 practice was for employees to inform their direct supervisors of their intent to work remotely, and said
13 supervisor would approve or deny the request. Nonetheless, after Plaintiff LOZANO worked from
14 remotely with the knowledge of her team lead, Justyne Freud expressed dissatisfaction with Plaintiff
15 LOZANO’s decision to do so.

16 107. On or about July 27, 2023, Plaintiff LOZANO was ambushed by Freud and Emerick
17 during a meeting. They informed Plaintiff LOZANO that she would now report directly to Freud and
18 Emerick. During this meeting, Freud and Emerick questioned Plaintiff LOZANO’s work ethic and in the
19 same breath expressed concerns about why she and her colleagues felt unsupported, further adding to the
20 stressful work environment. Freud and Emerick did not believe Plaintiff LOZANO and the community
21 relations team were already carrying a heavy load and wanted them to take on more.

22 108. On or about July 28, 2023, Freud, Plaintiff LOZANO, and others attended a call
23 regarding WAVE’s Impact Fund, a club community impact initiative. Freud publicly expressed
24 disappointment in Plaintiff LOZANO for not knowing the exact location of the bank that housed the
25 Impact Fund’s money despite explaining that the fund was housed by the San Diego Foundation, a non-
26 profit that houses multiple impact funds for different companies. This public criticism in front of
27 colleagues made Plaintiff LOZANO feel humiliated and incompetent, further decreasing her confidence
28 and morale.

1 109. In or around mid-August 2023, Freud approached Plaintiff LOZANO in a very
2 aggressive and threatening manner, demanding that Plaintiff LOZANO provide all necessary contacts to
3 Boston Consulting Group, even though Plaintiff LOZANO had already done so. Freud had asked Boston
4 Consulting Group for research on how WAVE could grow the Latino fan base. Boston Consulting
5 Group’s recommendations included producing more content on web and social media in Spanish. Freud
6 did not see any need to do this because according to Freud, there was not enough Spanish language
7 engagement to justify the Spanish translation of WAVE content.

8 110. Also around this this time, Plaintiff LOZANO began attending weekly meetings with
9 Freud and Emerick, under the impression that these were standard one-on-one check-ins. Plaintiff
10 LOZANO later discovered that these meetings were actually part of a Performance Improvement Plan
11 (“PIP”) that Plaintiff LOZANO was never informed of. Plaintiff LOZANO realized this when Freud
12 questioned whether Plaintiff LOZANO wanted to stay with the club and indicated that Human
13 Resources would now be involved in these meetings.

14 111. On or about September 20, 2023, during what was supposed to be a routine one-on-one
15 meeting with Freud, Emerick, Human Resources, and her new boss Shannon MacMillan, Plaintiff
16 LOZANO explained that the emails from Freud had been causing her severe anxiety, leading her to
17 break down. After Plaintiff LOZANO expressed her distress, Emerick, Freud, and MacMillan left the
18 conference room, and Plaintiff LOZANO was alone with Megan Wakefield from Human Resources.

19 112. During this one on one discussed with Wakefield, Plaintiff LOZANO disclosed that she
20 was having significant mental health struggles and expressed concern with the way Freud treated her
21 and other WAVE employees. Wakefield’s solution was for Plaintiff LOZANO to have a conversation
22 with Freud about her conduct. Plaintiff LOZANO told Wakefield she was not comfortable talking to
23 Freud about the matter.

24 113. On or about September 21, 2023, Plaintiff LOZANO informed Wakefield that she
25 intended to resign and would share her decision to quit with her team when she felt comfortable.

26 114. On or about September 29, 2023, Wakefield began pressuring Plaintiff LOZANO to
27 inform MacMillan of her resignation. In the first week of October 2023, Plaintiff LOZANO met with
28 MacMillan, who informed her that Wakefield had already told her about Plaintiff LOZANO’s intention

1 to quit. Plaintiff LOZANO stated that her last day would be two weeks after the November 11, 2023
2 Championship game to allow for a smooth transition of her responsibilities.

3 115. MacMillan, after joining WAVE as Plaintiff LOZANO's new boss and prior to Plaintiff
4 LOZANO's resignation, seldom interacted with Plaintiff LOZANO. MacMillan asked Plaintiff
5 LOZANO for a document describing her work responsibilities, but did not appear to have read it as she
6 frequently asked others who on the team was responsible for Plaintiff LOZANO's tasks. MacMillan did
7 not meet with Plaintiff LOZANO to discuss her role or responsibilities or her goals for the department as
8 the new head of community.

9 116. The next week, the second week of October 2023, MacMillan informed Plaintiff
10 LOZANO her last day would be November 15, 2023. Wakefield and MacMillan began onboarding
11 Plaintiff LOZANO's replacement, Cuyla Coogan, MacMillan's former Community Relations Manager
12 at her prior employer. Wakefield, again revealing her stunning lack of judgment and experience,
13 introduced Coogan to the entire office as Plaintiff LOZANO's replacement before Plaintiff LOZANO
14 had even informed her immediate colleagues of her resignation.

15 **Jane Doe's Time at San Diego Wave**

16 117. Plaintiff DOE is a communications professional with extensive experience in the sports
17 industry. She was employed by Defendant WAVE as Senior Communications Manager from July 2022
18 until her termination on or about October 16, 2023.

19 118. Plaintiff DOE was hired by Defendant WAVE in or about June 2022 and relocated to San
20 Diego, California, to commence her role on or about July 3, 2022. She was responsible for managing the
21 team's communications, public relations, and media strategies.

22 119. Within the first few weeks of her employment, Plaintiff DOE became acquainted with a
23 colleague at WAVE, E.R., who was at a similar level in the company hierarchy. E.R. supervised and
24 managed a team of dozens of community ambassadors, who are often young women. E.R. initiated
25 contact with Plaintiff DOE under the pretense of showing her around the city, which led to Plaintiff
26 DOE going with E.R. to a bar near Plaintiff DOE's residence.

27 120. During this outing, E.R. coerced Plaintiff DOE into participating in inappropriate
28 activities, including a game of "sexy Jenga," that led to him pressuring her into non-consensual sexual

1 acts. After returning to her apartment, E.R. continued to pressure Plaintiff DOE, who was intoxicated,
2 into engaging in sexual activity, including acts that Plaintiff DOE explicitly stated she did not consent
3 to, resulting in sexual assault. This included, but was not limited to, nonconsensual anal penetration,
4 resulting in such significant injury to Plaintiff DOE that she had bleeding for a week post-incident.

5 121. This conduct was further exacerbated by E.R.'s continued harassment, including
6 additional nonconsensual penetration and threats of consequences at the workplace if Plaintiff DOE told
7 anyone about E.R.'s post assault harassment, which persisted for nearly a year. Plaintiff DOE, fearing
8 retaliation and the potential loss of her job, did not report these assaults to the police or to Defendant
9 WAVE's management at the time.

10 122. Plaintiff DOE's work environment began to deteriorate significantly in or about early
11 2023, largely due to the conduct of her direct supervisor, Justyne Freud, Vice President of Marketing
12 and Sales at Defendant WAVE.

13 123. Initially, Plaintiff DOE received praise for her work performance, including positive
14 feedback from her previous supervisor, Laura Wolf Stein, and from Defendant WAVE's leadership.
15 This included recognition for surpassing media impressions from all of 2022 by April 2023.

16 124. However, in or about June 2023, following the onset of personal difficulties, including
17 the critical illness of her emotional support animal, Plaintiff DOE's work environment became hostile.
18 Plaintiff DOE was responsible for significant media and communication tasks during a World Cup year,
19 adding to her already heavy workload.

20 125. Plaintiff DOE's supervisor, Justyne Freud, suggested that Plaintiff DOE skip the road trip
21 to Los Angeles for the Challenge Cup in June 2023 because Plaintiff DOE had frequently been on the
22 road. Freud told Plaintiff DOE she could work from home several weeks in advance of the match. Freud
23 fell sick with a cold the night before the game and asked DOE to attend the road game instead. Plaintiff
24 DOE's emotional support cat was in and out of the veterinary emergency room and Plaintiff DOE, on
25 short notice, could not attend the Challenge Cup in person as she needed to care for her emotional
26 support animal.

1 126. Despite Plaintiff DOE continuing to fulfill her work responsibilities for the road trip to
2 Los Angeles from home, Freud began to criticize her work performance, making no acknowledgement
3 of Plaintiff DOE’s personal challenges.

4 127. Throughout the summer of 2023, Plaintiff DOE’s mental health deteriorated due to the
5 increased stress and the hostile work environment at Defendant WAVE. This included the lack of
6 support from management, particularly from Freud, who dismissed Plaintiff DOE’s requests for
7 assistance and additional resources, such as an intern to help manage the increased workload.

8 128. On or about September 5, 2023, Plaintiff DOE requested that an intern be brought on to
9 assist her with her duties, citing overwhelming workloads and burnout. Justyne Freud rejected this
10 request, falsely claiming that the position was a “one-person job”, and that Plaintiff DOE’s struggles
11 were unwarranted.

12 129. On Wednesday, September 13, 2023, Plaintiff DOE began feeling unwell, experiencing
13 symptoms such as dizziness, a sore throat, and exhaustion. Several coworkers remarked that she looked
14 pale and suggested she rest. Plaintiff DOE requested to work from home for the remainder of the day
15 and Freud approved this request.

16 130. On Thursday, September 14, 2023, Plaintiff DOE’s symptoms worsened. Despite an
17 important press conference scheduled for later that afternoon, she informed Justyne Freud around 6 a.m.
18 that she was feeling worse. Freud responded by telling Plaintiff DOE that she would handle the media
19 that day and instructed her to focus on getting better.

20 131. By Saturday, September 16, 2023, Plaintiff DOE had developed a respiratory infection
21 and continued to feel very sick. She informed Justyne Freud early that morning, expressing uncertainty
22 about her ability to come into work but offering solutions to ensure all match day tasks were completed.
23 Freud reassured her not to worry about coming in and to concentrate on recovering. Plaintiff DOE also
24 mentioned to Freud that she suspected her immune system was weakened due to the stress and mental
25 health challenges she had been facing, which compounded her guilt about not coming into work. In
26 previous months, Plaintiff DOE had worked while sick, which led to her losing her voice and being
27 unable to run a press conference.

28

1 132. On Monday, September 18, 2023, after experiencing a breakdown over the weekend,
2 Plaintiff DOE continued to feel physically and mentally unwell. During a one-on-one meeting with
3 Freud that morning, Plaintiff DOE broke down and disclosed her struggles with depression, anxiety, and
4 overwhelming stress. Freud responded by offering Plaintiff DOE a week off for sick leave, which
5 Plaintiff DOE accepted, as it was a “bye week” with no scheduled match. Freud assured her that she
6 would inform HR and instructed Plaintiff DOE to input the time off as sick leave in the company’s
7 system, which she did.

8 133. Shortly thereafter, Megan Wakefield from Human Resources contacted Plaintiff DOE to
9 discuss procedures for her sick leave, expressing hope that she would feel better soon and vaguely
10 stating that they needed to know what the doctor said "so they could protect" her. When Plaintiff DOE
11 called Wakefield back an hour later for clarification on whether a doctor’s note would be required,
12 Wakefield remained vague, stating that it would depend on the situation and the length of time needed
13 off but advised Plaintiff DOE to attend her scheduled psychiatrist appointment. DOE returned from
14 medical leave approximately a week later.

15 134. In or around September 2023, Plaintiff DOE also reached out to Defendant NWSL to
16 report her workplace concerns with Defendant WAVE.

17 135. On or about October 12, 2023, Plaintiff DOE confided in Justyne Freud about the full
18 extent of her mental health struggles, including significant weight gain due to a binge eating disorder,
19 difficulties in managing basic life tasks, and her increasing inability to cope with the demands of her
20 work. Plaintiff DOE also disclosed to Freud that another employee at Defendant WAVE was
21 traumatizing her and making it difficult to show up to the workplace, referring to E.R. without naming
22 him. Plaintiff DOE also expressed concerns about the toxic work environment at Defendant WAVE and
23 told Freud she was aware of the ongoing investigation by Defendant NWSL into Defendant WAVE’s
24 workplace culture.

25 136. On or about October 13, 2023, Megan Wakefield met with Plaintiff DOE and placed
26 Plaintiff DOE on leave against her will. Plaintiff DOE stated that she wanted to continue working as San
27 Diego Wave had a chance to win a title that Sunday and Plaintiff DOE wanted to be a part of it. Plaintiff
28

1 DOE told Wakefield she did not believe going on leave at this time would be helpful, it would just
2 remove her sense of community and support.

3 137. Despite Plaintiff DOE's disclosures and pleas for support, Freud, Wakefield, and
4 Defendant WAVE's management did not take appropriate action to address her concerns. Instead, they
5 intensified their scrutiny of her performance, in preparation for and culminating in her termination.

6 138. On or about October 16, 2023, Plaintiff DOE was summoned to a meeting with
7 Wakefield and Freud, where she was wrongfully terminated from her position at Defendant WAVE,
8 allegedly for performance-related reasons.

9 139. Following her termination, Plaintiff DOE experienced what she perceived as coercion
10 during the severance negotiation process. Plaintiff DOE informed Wakefield that she was depressed, in
11 shock, and bedridden for three days following her termination. Despite these disclosures, Defendant
12 WAVE imposed an unreasonable deadline on DOE to sign a severance agreement, preventing Plaintiff
13 DOE from seeking adequate legal counsel or fully understanding the terms of the severance agreement,
14 including the NDA language.

15 140. In the days after her termination, Senior Director of Brand Tyler Emerick made public
16 comments during a department meeting, stating that "we all love [DOE] and want the best for [DOE].
17 We want her to take care of herself and put herself first." This statement, along with subsequent
18 comments made in private conversations with other employees about Plaintiff DOE's mental health,
19 violates Plaintiff DOE's privacy and contradicts Defendant WAVE's purported rationale for terminating
20 her employment.

21 141. Following her termination, Plaintiff DOE sought guidance on how to report an assault by
22 an employee during her tenure. Instead of taking appropriate action, Defendant WAVE sent Plaintiff
23 DOE a link to a workers' compensation injury form.

24 142. Plaintiff DOE ultimately reported her repeated sexual assaults by Defendant WAVE's
25 employee to Defendant NWSL. Defendant NWSL purportedly investigated this report and determined
26 that because Plaintiff DOE used the term "assault" instead of "sexual assault," Defendant WAVE was
27 not obligated to take any action.

28

1 143. Despite the ongoing investigations and Plaintiff DOE’s own reports of a hostile work
2 environment, Defendant WAVE failed to take appropriate action to address the systemic issues within
3 the organization. Defendant NWSL’s findings, which were communicated to Plaintiff DOE and in
4 complete contradiction to their own published policies, were biased and insufficient, ultimately failing to
5 protect Plaintiff DOE and other employees from ongoing harassment.

6 144. On information and belief, Defendant WAVE was ultimately forced to terminate Plaintiff
7 DOE’s assailant’s employment after the organization discovered in or about July 2024 that he sent
8 another WAVE employee an unsolicited photograph of his penis.

9 **FIRST CAUSE OF ACTION**

10 **DISABILITY DISCRIMINATION IN VIOLATION OF GOV. CODE § 12940 *ET SEQ.***

11 **(Plaintiffs ALVARADO and DOE as to Defendants WAVE and DOES 1-25, 101-125)**

12 145. Plaintiffs repeat and re-allege each and every allegation set forth in the paragraphs above
13 as fully set forth and claimed herein.

14 146. At all times mentioned in this complaint, Defendant WAVE regularly employed five or
15 more persons, bringing Defendants within the provisions of California Fair Employment and Housing
16 Act (“FEHA”), Government Code, § 12926(d).

17 147. Under the FEHA, an employer may not discriminate against any employee on the basis of
18 disability. See Cal. Gov. Code § 12926(q).

19 148. Defendant WAVE and/or DOES 1-25 and 101-125, and each of them, discriminated
20 against Plaintiffs ALVARADO and DOE by subjecting them to adverse employment action(s),
21 including constructive termination (ALVARADO) and termination (DOE), on account of their disabilities,
22 as alleged above.

23 149. Defendant WAVE and/or DOES 1-25 and 101-125, and each of them, knew or should
24 have known of Plaintiffs ALVARADO and DOE’s disabilities including anxiety. Both ALVARADO
25 and DOE were able to perform the essential functions of their jobs with reasonable accommodation for
26 their disabilities.

27 150. Despite being on notice of this, Defendant WAVE and/or DOES 1-25 and 101-125, and
28 each of them, subjected Plaintiff ALVARADO and DOE to adverse employment actions, including

1 placing Plaintiff ALVARADO on unpaid leave and placing Plaintiff DOE on leave against her will, then
2 terminating her.

3 151. As a direct and proximate cause of Defendant WAVE and/or DOES 1-25 and 101-125,
4 and each of them's acts and omissions, Plaintiffs ALVARADO and DOE have suffered and will continue
5 to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at
6 trial. Plaintiffs also claim such amounts as damages pursuant to Cal. Civil Code § 3287 and/or § 3288
7 and/or any other provision of law providing for prejudgment interest.

8 152. As a further direct and legal result of the acts and conduct of Defendant WAVE and/or
9 DOES 1-25 and 101-125, and each of them, Plaintiffs ALVARADO and DOE have been caused to, and
10 did, suffer and continue to suffer severe emotional and mental distress and anguish, humiliation,
11 embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is substantial and enduring, in
12 an amount according to proof at trial.

13 153. The aforementioned acts of Defendant WAVE were willful, wanton, malicious,
14 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of
15 Plaintiffs ALVARADO and DOE and were done by managerial agents and employees of Defendant
16 WAVE, or with the express knowledge, consent, and ratification of managerial employees of Defendant
17 WAVE, and thereby justify the awarding of punitive and exemplary damages in an amount to be
18 determined at the time of trial.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO MAKE REASONABLE ACCOMMODATION UNDER CAL. GOV CODE §**
21 **12940(m)**

22 **(Plaintiff ALVARADO as to Defendants WAVE and DOES 1-25)**

23 154. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
24 as fully set forth and claimed herein.

25 155. At all times mentioned in this complaint, Defendant WAVE regularly employed five or
26 more persons, bringing Defendants within the provisions of California Fair Employment and Housing
27 Act ("FEHA"), Government Code, § 12926(d).

28 156. Pursuant to Cal. Gov. § 12940(m) it is unlawful for an employer to fail to provide

1 reasonable accommodation to an employee with a disability.

2 157. Pursuant to Government Code §§ 12926.1, subds. (b), (c),(m), (j), and (i), Plaintiff
3 ALVARADO has a disability, a record of disability, and/or was perceived as or treated as having a
4 disability by Defendant WAVE and/or DOES 1-25.

5 158. As set forth above, Plaintiff ALVARADO requested a reasonable accommodation on
6 numerous occasions. Despite Plaintiff ALVARADO's requests, Defendant WAVE and/or DOES 1-25,
7 and each of them, failed and refused to provide Plaintiff ALVARADO any reasonable
8 accommodation(s).

9 159. As a direct and proximate result of the wrongful conduct of Defendants Wave and/or
10 DOES 1-25, and each of them, Plaintiff ALVARADO has suffered damages including, but not limited
11 to, a loss of income and benefits, and has further suffered emotional distress and other general damages.

12 160. In doing the things alleged herein, Defendant WAVE's conduct was despicable, and
13 Defendant WAVE acted toward Plaintiff ALVARADO with malice, oppression, fraud, and with willful
14 and conscious disregard of Plaintiff ALVARADO's rights, entitling Plaintiff ALVARADO to an award
15 of punitive damages. Defendant WAVE's conduct described herein was engaged in by managing agents
16 for Defendant WAVE and/or ratified by managing agents.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO ENGAGE IN GOOD FAITH INTERACTIVE PROCESS UNDER CAL. GOV.**

19 **CODE § 12940(n)**

20 **(Plaintiff ALVARADO as to Defendants WAVE and DOES 1-25)**

21 161. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
22 as fully set forth and claimed herein.

23 162. Pursuant to Cal. Gov. Code § 12940(n) it is unlawful for an employer to fail to engage in
24 a good faith interactive process after a reasonable accommodation is requested by an employee or after it
25 becomes apparent to the employer that an employee's disability is impeding the employee's ability to
26 carry out the essential functions of her job.

27 163. Pursuant to Government Code §§ 12926.1, subds. (b), (c),(m), (j), and (i), Plaintiff
28 ALVARADO has a disability, a record of disability, and/or was perceived as or treated as having a

1 disability by Defendant WAVE and/or DOES 1-25, and each of them.

2 164. As set forth above, Plaintiff ALVARADO requested reasonable accommodations on
3 numerous occasions. Defendant WAVE failed and refused to respond to those requests and failed and
4 refused to engage in a timely, good faith interactive process. In addition, Defendant WAVE failed to
5 initiate the interactive process after it became aware that Plaintiff ALVARADO's impairment was
6 impacting her ability to carry out the essential functions of her job.

7 165. As a direct and proximate result of the wrongful conduct of Defendants WAVE and/or
8 DOES 1-25, and each of them, Plaintiff ALVARADO has suffered damages including but not limited to,
9 a loss of income and benefits, and has further suffered emotional distress and other general damages.

10 166. In doing the things alleged herein, Defendant WAVE's conduct was despicable, and
11 Defendant WAVE acted toward Plaintiff ALVARADO with malice, oppression, fraud, and with willful
12 and conscious disregard of Plaintiff ALVARADO's rights, entitling Plaintiff ALVARADO to an award
13 of punitive damages. Defendant WAVE's conduct described herein was engaged in by managing agents
14 for Defendant WAVE and/or ratified by managing agents.

15 **FOURTH CAUSE OF ACTION**

16 **RACIAL DISCRIMINATION IN VIOLATION OF CAL. GOV. CODE § 12940 *ET SEQ.***
17 **(Plaintiffs ALVARADO, DIAZ, and LOZANO as to Defendants WAVE and DOES 1-25, 51-**
18 **100)**

19 167. Plaintiffs repeat and re-allege each and every allegation set forth in the paragraphs above
20 as fully set forth and claimed herein.

21 168. At all times mentioned in this complaint, Defendant WAVE regularly employed five or
22 more persons, bringing Defendants within the provisions of California Fair Employment and Housing
23 Act ("FEHA"), Government Code, § 12926(d).

24 169. Under the FEHA, an employer may not discriminate against any employee on the basis of
25 race. See Cal. Gov. Code § 12926(q).

26 170. Defendant WAVE and/or DOES 1-25 and/or 51-100, and each of them, discriminated
27 against Plaintiffs ALVARADO, DIAZ, and LOZANO by subjecting them to adverse employment
28 action(s), including constructive termination (ALVARADO and LOZANO) and termination (DIAZ), on

1 account of their race, as alleged above.

2 171. As a direct and proximate cause of the acts and omissions of Defendants Wave and/or
3 DOES 1-25 and/or 51-100, and each of them, Plaintiffs ALVARADO, DIAZ, and LOZANO have
4 suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact
5 amount to be proven at trial. Plaintiffs also claim such amounts as damages pursuant to Cal. Civil Code
6 § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

7 172. As a further direct and legal result of the acts and conduct of Defendants WAVE and/or
8 DOES 1-25 and/or 51-100, and each of them, Plaintiffs ALVARADO, DIAZ, and LOZANO have been
9 caused to, and did, suffer and continue to suffer severe emotional and mental distress and anguish,
10 humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is substantial and
11 enduring, in an amount according to proof at trial.

12 173. The aforementioned acts of Defendant WAVE were willful, wanton, malicious,
13 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of
14 Plaintiffs ALVARADO, DIAZ, and LOZANO, and were done by managerial agents and employees of
15 Defendant WAVE, or with the express knowledge, consent, and ratification of managerial employees of
16 Defendant WAVE, and thereby justify the awarding of punitive and exemplary damages in an amount to
17 be determined at the time of trial.

18 **FIFTH CAUSE OF ACTION**

19 **SEXUAL HARRASSMENT IN VIOLATION OF CAL. GOV. CODE § 12940(j)**

20 **(Plaintiff DOE as to Defendants WAVE and DOES 101-125)**

21 174. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
22 as fully set forth and claimed herein.

23 175. During the course of Plaintiff DOE's employment, Defendants WAVE and/or DOES
24 101-125, and each of them, created and allowed to exist a hostile environment and discriminated against
25 and harassed Plaintiff DOE on the basis of her sex and gender, and participation in protected conduct, in
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1 violation of firmly established California public policy as set forth under Government Code § 12940 *et*
2 *seq.*

3 176. California public policy is clear that harassment of employees on the basis of sex/gender
4 is an unlawful employment practice and requires Defendants WAVE and/or DOES 101-125, and each of
5 them, to refrain from discrimination or harassment against any employee because of their sex/gender.

6 177. The foregoing conduct further violates California public policy which provides that it is
7 unlawful for an employer to fail to take all reasonable steps necessary to prevent harassment from
8 occurring.

9 178. The foregoing conduct violates California public policy which provides that it is an
10 unlawful practice for any employer or person to retaliate against or otherwise discriminate against any
11 person because the person has opposed any practices forbidden by law or because the person has
12 complained or asserted legal rights under the law.

13 179. The sexual harassment and retaliation against Plaintiff DOE created an oppressive,
14 hostile, intimidating and/or offensive work environment for Plaintiff DOE and interfered with her
15 emotional well-being and ability to perform her duties.

16 180. The sexual harassment and retaliation were sufficiently severe and pervasive as to
17 materially alter Plaintiff DOE's conditions of employment and to create an abusive work environment.

18 181. The acts of E.R. alleged above were done maliciously, oppressively, and/or fraudulently.

19 182. Defendant WAVE and/or DOES 101-125, and each of them, knew or should have known
20 that there was an ongoing problem with E.R. who made unwelcome, derogatory sexual remarks and
21 advances to employees, including Plaintiff DOE.

22 183. Defendant WAVE and/or DOES 101-125, and each of them, could have implemented
23 significant remedies, but failed to do so, or chose not to do so. Defendants WAVE and/or DOES 101-
24 125, and each of them, therefore ratified and adopted the conduct.

25 184. As a direct and proximate cause of the acts and omissions of Defendants WAVE and/or
26 DOES 101-125, and each of them, Plaintiff DOE has suffered and will continue to suffer damages in an
27 amount within the jurisdiction of this court, the exact amount to be proven at trial. Plaintiff DOE also
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1 claims such amounts as damages pursuant to Cal. Civil Code § 3287 and § 3288 and/or any other
2 provision of law providing for prejudgment interest.

3 185. As a further direct and legal result of the acts and conduct of Defendants WAVE and/or
4 DOES 101-125, and each of them, Plaintiff DOE has been caused to and did suffer and continues to
5 suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock,
6 pain, discomfort, and anxiety, all of which is substantial and enduring, in an amount according to proof
7 at trial.

8 186. The aforementioned acts of Defendant WAVE were willful, wanton, malicious,
9 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of
10 Plaintiff DOE, and were done by managerial agents and employees of Defendant WAVE, or with the
11 express knowledge, consent, and ratification of managerial employees of Defendant WAVE, and
12 thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the
13 time of trial.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO INVESTIGATE AND PREVENT DISCRIMINATION AND HARASSMENT IN**
16 **VIOLATION OF CAL. GOV. CODE § 12940(k)**
17 **(Plaintiffs ALVARADO, DIAZ, LOZANO, and DOE against Defendants WAVE and DOES 1-25,**
18 **51-125)**

19 187. Plaintiffs repeat and re-allege each and every allegation set forth in the paragraphs above
20 as fully set forth and claimed herein.

21 188. California Government Code § 12940(k) prohibits an employer from failing to take all
22 reasonable steps necessary to prevent discrimination, harassment, or retaliation from occurring.

23 189. Defendants WAVE and/or DOES 1-25 and/or 51-125, and each of them, failed to take
24 any steps to prevent further harassment, discrimination, or retaliation from occurring, and knowingly
25 participated in the wrongful termination (DIAZ and DOE) or constructive wrongful termination
26 (ALVARADO and LOZANO) when they knew or had reason to know that the alleged reasons for the
27 termination or other disparate conduct were pretextual and being used as a meant to cover up the true
28 reasons for the actions – Plaintiffs’ race and protected activity.

1 endured emotional distress, loss of wages and benefits, pursuant to which Plaintiffs ALVARADO,
2 DIAZ, and LOZANO are entitled to general and special damages according to proof.

3 196. As a further direct, legal and proximate result of the conduct of Defendants WAVE
4 and/or DOES 1-25 and/or 51-100, and each of them, Plaintiffs ALVARADO, DIAZ, and LOZANO did
5 employ the services of counsel to prosecute this action, and are accordingly entitled to an award of
6 attorneys' fees according to proof.

7 197. Plaintiffs are informed and believe and thereupon allege the aforementioned acts of
8 Defendant WAVE were willful, wanton, malicious, intentional, oppressive, and despicable, and were
9 done in willful and conscious disregard of the rights of Plaintiffs ALVARADO, DIAZ, and LOZANO,
10 and were done by managerial agents and employees of Defendant WAVE, or with express knowledge,
11 consent, and ratification of managerial employees of Defendant WAVE, and thereby justify the
12 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

13 **EIGHTH CAUSE OF ACTION**

14 **RETALIATION IN VIOLATION OF GOV. CODE § 12940(h)**

15 **(All Plaintiffs against Defendants WAVE and DOES 1-125)**

16 198. Plaintiffs repeat and re-alleges each and every allegation set forth in the paragraphs above
17 as fully set forth and claimed herein.

18 199. At all times herein mentioned, FEHA, Government Code § 12940(h), was in full force
19 and effect and was binding on Defendant WAVE. This statute requires Defendant WAVE to refrain
20 from retaliating against Plaintiffs.

21 200. The adverse actions of Defendants WAVE and/or DOES 1-125, and each of them,
22 against Plaintiffs as described in this Complaint constitute unlawful retaliation against Plaintiffs for
23 raising concerns about their treatment by Defendants WAVE and/or DOES 1-125, and each of them, and
24 for the exercise of other protected activity as outlined in this Complaint, including the use of sick leave,
25 requests for reasonable accommodation, and participation in Defendant NWSL's investigation into
26 Defendant WAVE's workplace practices.

27 201. As a direct and proximate cause of the violation of California Government Code §
28 12940(h) by Defendants WAVE and/or DOES 1-125, and each of them, Plaintiff has suffered and will

1 continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be
2 proven at trial. Plaintiffs also claim such amounts as damages pursuant to Cal. Civil Code § 3287 and/or
3 § 3288 and/or any other provision of law providing for prejudgment interest.

4 202. As a further direct and legal result of the acts and conduct of Defendants WAVE and/or
5 DOES 1-125, and each of them, Plaintiffs have been caused to, and did, suffer and continue to suffer
6 severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain,
7 discomfort, and anxiety, in an amount according to proof at trial.

8 203. The aforementioned acts of Defendant WAVE were willful, wanton, malicious,
9 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of
10 Plaintiffs, and were done by managerial agents and employees of Defendant WAVE, or with express
11 knowledge, consent, and ratification of managerial employees of Defendant WAVE, and thereby justify
12 the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

13 **NINTH CAUSE OF ACTION**

14 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

15 **(By Plaintiffs PEREZ, DIAZ, and DOE against Defendants WAVE and DOES 26-75 and 101-125)**

16 204. Plaintiffs repeat and re-allege each and every allegation set forth in the paragraphs above
17 as fully set forth and claimed herein.

18 205. It is against the public policy of California to discharge an employee in retaliation for that
19 employee's engaging in protected activity or because the employee has a protected characteristic. *See*
20 Cal. Gov. Code § 12940 *et seq.*

21 206. It is against the public policy of California to discharge an employee because that
22 employee used accrued sick leave. *See* Cal. Labor Code § 233.

23 207. As set forth more fully above, Defendants WAVE and/or DOES 26-75 and/or 101-125,
24 and each of them, terminated the employment of Plaintiffs PEREZ, DIAZ, and DOE in violation of
25 California public policy.

26 208. As a direct, legal, and proximate result of the conduct of Defendants WAVE and/or
27 DOES 26-75 and/or 101-125, and each of them, as alleged above, Plaintiffs PEREZ, DIAZ, and DOE
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1 endured emotional distress, loss of wages and benefits pursuant to which Plaintiffs PEREZ, DIAZ, and
2 DOE are entitled to general and special damages according to proof.

3 209. The aforementioned acts of Defendant WAVE were willful, wanton, malicious,
4 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of
5 Plaintiffs, and were done by managerial agents and employees of Defendant WAVE, or with express
6 knowledge, consent, and ratification of managerial employees of Defendant WAVE, and thereby justify
7 the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

8 210. It is the public policy of the State of California to prohibit employers from discharging
9 employees in a discriminatory manner. This public policy is embodied in, *inter alia*, the California
10 Government Code and the California Code of Regulations.

11 **TENTH CAUSE OF ACTION**

12 **VIOLATION OF SICK LEAVE POLICY UNDER LABOR CODE § 233**

13 **(By Plaintiff PEREZ against Defendants WAVE and DOES 26-50)**

14 211. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
15 as fully set forth and claimed herein.

16 212. Under California Labor Code § 233, an employer is prohibited from terminating or
17 retaliating against an employee for using accrued sick leave.

18 213. On April 29, 2024, Plaintiff PEREZ was terminated after informing Defendant WAVE
19 and/or DOES 26-50, and each of them, that she would be working from home due to her daughter's
20 illness, a clear exercise of her rights under California's sick leave laws.

21 214. Plaintiff PEREZ's termination was retaliatory and in direct violation of public policy, as
22 she was exercising her right to care for a sick family member.

23 215. As a direct and proximate result of Defendant WAVE's wrongful termination, Plaintiff
24 has suffered damages, including lost wages, loss of employment benefits, and emotional distress.
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1 **ELEVENTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA FAMILY RIGHTS ACT (CFRA) UNDER CAL. GOV. CODE §**
3 **12945.2**

4 **(By Plaintiff PEREZ against Defendant WAVE and DOES 26-50)**

5 216. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
6 as fully set forth and claimed herein.

7 217. The CFRA entitles eligible employees to take leave to care for a child with a serious
8 health condition.

9 218. Plaintiff PEREZ's daughter became ill on or about April 29, 2024, and Plaintiff PEREZ
10 notified Defendant WAVE of her intention to work from home and care for her daughter.

11 219. Defendant WAVE's decision to terminate Plaintiff PEREZ immediately after she
12 exercised her rights to care for her sick child violated the CFRA.

13 220. As a result of Defendant WAVE's actions, Plaintiff PEREZ has suffered damages,
14 including but not limited to lost wages and emotional distress.

15 **TWELFTH CAUSE OF ACTION**

16 **RETALIATION UNDER LABOR CODE § 1102.5**

17 **(By Plaintiff PEREZ against Defendants WAVE and DOES 26-50)**

18 221. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
19 as fully set forth and claimed herein.

20 222. Under Labor Code §1102.5, it is unlawful for an employer to retaliate against an
21 employee for engaging in protected activity.

22 223. Plaintiff PEREZ engaged in protected activity by asserting her right to use sick leave to
23 care for her sick daughter.

24 224. Defendant WAVE's termination of Plaintiff PEREZ was in direct retaliation for this
25 protected activity.

26 225. As a result of Defendant WAVE's retaliatory actions, Plaintiff PEREZ has suffered
27 damages, including lost wages, emotional distress, and other economic losses.

1 **THIRTEENTH CAUSE OF ACTION**

2 **TORTIOUS INTERFERENCE WITH FUTURE EMPLOYMENT**

3 **(By Plaintiff PEREZ against Defendant WAVE and DOES 26-50)**

4 226. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
5 as fully set forth and claimed herein.

6 227. It is unlawful for Defendants WAVE and/or DOES 26-50, and each of them, as a former
7 employer to interfere with the prospective employment of a past employee maliciously and intentionally.

8 228. Defendants WAVE and/or DOES 26-50, and each of them, has intentionally interfered in
9 future employment for Plaintiff PEREZ.

10 229. As a result, Plaintiff PEREZ has suffered damages, including lost wages, emotional
11 distress, and other economic losses.

12 **FOURTEENTH CAUSE OF ACTION**

13 **WRONGFUL CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

14 **(By Plaintiffs ALVARADO and LOZANO against Defendants WAVE and DOES 1-25 and 76-100)**

15 230. Plaintiff repeats and re-alleges each and every allegation set forth in the paragraphs above
16 as fully set forth and claimed herein.

17 231. Defendants WAVE and/or DOES 1-25 and/or 76-100, and each of them, constructively
18 terminated Plaintiffs ALVARADO and LOZANO's employment in violation of fundamental public
19 policies of the State of California, including, without limitation, the right to the protections against
20 discrimination in employment due to race; the right to freedom from retaliation for engaging in
21 protected activity under the FEHA; etc.

22 232. These fundamental public policies inure to the benefit of the public and not just the
23 private interests of the employer and the employee.

24 233. As set forth above, the conduct of Defendants WAVE and/or DOES 1-25 and/or 76-100,
25 and each of them, was wrongful and in violation of the fundamental principles of the public policy of the
26 State of California as reflected in its laws, objectives, and policies. Said laws, which establish
27 fundamental public policies include, without limitation, the FEHA, Government Code § 12900, *et seq.*
28 (including CRFA, Government Code § 12945.2), etc.

1 240. On information and belief, Ellis, Wakefield, Stewart, Emerick, Freud, and E.R. were or
2 became unfit to perform the work for which they were hired.

3 241. Defendants WAVE and/or DOES 1-125, and each of them, knew or should have known
4 that Ellis, Wakefield, Stewart, Emerick, Freud, and/or E.R. were unfit to perform to work for which they
5 were hired, and that this unfitness created a particular risk to others.

6 242. The unfitness of Ellis, Wakefield, Stewart, Emerick, Freud, and/or E.R. harmed
7 Plaintiffs.

8 243. The negligence in hiring, supervising, and/or retaining Ellis, Wakefield, Stewart,
9 Emerick, Freud, and/or E.R. by Defendants WAVE and/or DOES 1-125, and each of them, was a
10 substantial factor in causing Plaintiffs' harm.

11 244. Plaintiffs are informed and believe and thereupon allege that Defendants WAVE and/or
12 DOES 1-125, and each of them, breached said duties of care by failing to adequately hire, secure, and/or
13 train Jillian Ellis, Megan Wakefield, Nancy Stewart, Tyler Emerick, Justyne Freud, and E.R..

14 245. Plaintiffs are informed and believe and thereupon allege that the failure of Defendants
15 WAVE and/or DOES 1-125, and each of them, was the proximate cause of Plaintiffs' injuries. The
16 practice of hiring and training employees and staff by Defendants WAVE and/or DOES 1-125, and each
17 of them, falls below the standard of care and constitutes a breach of the duties of Defendants WAVE
18 and/or DOES 1-125, and each of them.

19 246. As a direct and proximate result of the above referenced acts, Plaintiffs have suffered and
20 continue to suffer economic and non-economic damages, the exact amount of such damages according
21 to proof at trial.

22 **SIXTEENTH CAUSE OF ACTION**

23 **NEGLIGENCE**

24 **(All Plaintiffs against Defendant NWSL and DOES 1-125)**

25 247. Plaintiffs repeat and re-allege each and every allegation set forth in the paragraphs above
26 as fully set forth and claimed herein.

27 248. Defendants NWSL and/or DOES 1-125, and each of them, serve as the governing body
28 for the league of which Defendant WAVE is a member. In its capacity as the governing authority, it

1 implements, formulates, and enforces rules, policies, and procedures for its member clubs like
2 Defendant WAVE.

3 249. Upon information and belief, Defendant WAVE, including its employees, is required to
4 abide by the policies and procedures of Defendants NWSL and/or DOES 1-125, and each of them,.

5 250. Upon information and belief, Defendants NWSL and/or DOES 1-125, and each of them,
6 can enforce its policies and procedures by conducting investigations, banning employees from further
7 employment within the League, and further disciplinary actions. This includes enforcement of its
8 policies and procedures with respect to Defendant WAVE and Defendant WAVE's employees.

9 251. Defendants NWSL and/or DOES 1-125, and each of them, became aware as early as
10 October 2022 at the release of the Yates Report that Jillian Ellis's prior failures led her to turn a blind
11 eye to abuse in the league including failing to perform due diligence before hiring staff members.
12 Defendants NWSL and/or DOES 1-125, and each of them, failed to properly investigate or take any
13 action against Ellis and continued to allow her to participate and maintain good standing within the
14 NWSL. Defendants NWSL and/or DOES 1-125, and each of them, similarly did not investigate or take
15 any action against Ellis upon receiving employee complaints in November 2022.

16 252. Defendants NWSL and/or DOES 1-125, and each of them, as the governing body over
17 the NWSL including member entities such as Defendant WAVE, exercised control over member entities
18 including Defendant WAVE by requiring that member entities follow all of the bylaws, ethics codes,
19 safety codes, and all other rules, policies, procedures, and regulations of Defendants NWSL and/or
20 DOES 1-125, and each of them.

21 253. Defendants NWSL and/or DOES 1-125, and each of them, had and/or voluntarily
22 assumed a duty to protect Plaintiffs as employees of a member entity, Defendant WAVE.

23 254. It was foreseeable and known to Defendants NWSL and/or DOES 1-125, and each of
24 them, that employees of member entities may use their power and authority to commit acts of
25 inappropriate sexual conduct toward other employees or to create hostile, discriminatory work
26 environments.

27 255. Defendants NWSL and/or DOES 1-125, and each of them, knew or should have known
28 that by failing to enforce its own policies, procedures, and regulations that employees of its member

1 entities, including Plaintiffs, were at an increased risk of harm and injury from hostile, discriminatory
2 work environments as well as inappropriate sexual conduct.

3 256. Defendants NWSL and/or DOES 1-125, and each of them, ratified Defendant WAVE and
4 the conduct of its employees, including Ellis, Wakefield, Emerick, Freud, and E.R., by failing to take
5 appropriate action after the release of the 2022 Yates Report and the receipt of multiple employee
6 complaints.

7 257. Defendants NWSL and/or DOES 1-125, and each of them, breached its duty to keep
8 Plaintiffs safe and prevent hostile work environments by failing to enforce its own written and oral
9 policies, procedures, and regulations designed to protect the employees of member entities like Plaintiffs
10 from the exact harm suffered by Plaintiffs.

11 258. Defendants NWSL and/or DOES 1-125, and each of them, by and through their agents,
12 servants, and employees knew or should have known of the high and foreseeable risk of harm of failing
13 to adequately train, supervise, or investigate Defendant WAVE, including Jillian Ellis, Megan
14 Wakefield, Tyler Emerick, Justyne Freud, and E.R..

15 259. As a direct and proximate result of the above referenced acts, Plaintiffs have suffered and
16 continue to suffer economic and non-economic damages, the exact amount of such damages according
17 to proof at trial.

18 **DEMAND FOR JURY TRIAL**

19 260. Plaintiff hereby demands a trial by jury on all issues triable by jury in the above-entitled
20 action.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 23 1. For all compensatory damages, including lost wages, benefits, and emotional distress,
24 according to proof at trial;
- 25 2. For punitive damages, as permitted by law, to punish Defendant Wave;
- 26 3. For statutory penalties pursuant to the California Labor Code;
- 27 4. For attorney's fees and costs incurred herein;
- 28 5. For all economic damages, according to proof;

1 6. For prejudgment and post-judgment interest according to any applicable provision of law,
2 according to proof;

3 7. For such other and further relief as the Court may deem just and proper.

4 **HULTIN LAW**

5 DATED: October 7, 2024



6
7 By: _____

8 Casey A. Hultin, Esq.
9 Attorney for Plaintiffs BRITTANY ALVARADO,
10 VICTORIA DIAZ, ABIGAIL LOZANO, and JANE
11 DOE



12 By: _____

13 Saman Nasser, Esq.
14 Attorney for Plaintiff KRISTINA PEREZ