



FILED
ALAMEDA COUNTY

MAR 21 2017

CLERK OF THE SUPERIOR COURT
By Erica Baker
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF ALAMEDA

15 JOANNA ONG, an individual,
16)

17 Plaintiff,
18)

19 vs.
20)

21 THE REGENTS OF THE UNIVERSITY)
22 OF CALIFORNIA, a public entity;)
23 JOHN SEARLE, an individual and)
24 DOES 1-100, Inclusive)

25 Defendants.
26)
27)
28)

Case No.: **RG 17854053**

COMPLAINT FOR DAMAGES:

- 1. Sexual Harassment – Quid Pro Quo;
- 2. Sexual Harassment – Hostile Work Environment;
- 3. Retaliation in Violation of FEHA;
- 4. Wrongful Termination Against Public Policy; and
- 5. Assault & Battery.

DEMAND FOR JURY TRIAL



BY FAX

1 **I. INTRODUCTION**

2 1. COMES NOW plaintiff JOANNA ONG (hereinafter "Ong" or "Plaintiff") and
3 alleges causes of action against THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
4 (hereinafter "U.C. Regents" or "Defendant"), JOHN SEARLE ("John Searle", "Searle" or
5 "Defendant") and DOES 1 through 100 (referred to collectively within parts of this Complaint
6 as "Defendants") for damages.

7 2. These causes of action arise from Defendants' actions while Ong was employed
8 at the University of California at Berkeley (hereinafter "U.C. Berkeley"), the flagship campus
9 of the U.C. Regents, from July 2016 to September 2016 as a research assistant to John Searle, a
10 U.C. Berkeley professor in the philosophy department, and concurrently as a consultant with
11 the John Searle Center for Social Ontology ("Center") at U.C. Berkeley, under the direction of
12 Jennifer Hudin (hereinafter "Hudin"), Director of the Center.

13 3. While Ong was employed at U.C. Berkeley, Searle sexually assaulted Ong and
14 then continued to harass her as her employment continued, creating a hostile work
15 environment. Although Ong rejected Searle's sexual advances and reported the assault and
16 harassment to Hudin and others employed by U.C. Berkeley, no action was taken to address
17 the assault or protect Ong from further illegal conduct by Searle. Furthermore U.C. Berkeley
18 was well aware of Searle's prior similar behavior with other young women, including but not
19 limited to his students and research assistants. Instead, Defendants took steps protect and cover
20 up Searle's assault and harassment of Ong, as they have done in Searle's past history of similar
21 conduct to other students and employees at U.C. Berkeley. Ong was subsequently retaliated
22 against by Defendants when her salary was cut by 50% or more, without cause, and they took
23 adverse actions against Ong that impacted her work, career and image to others.

24 **II. PARTIES**

25 4. Plaintiff Ong, an individual, was, at all relevant times, an employee of U.C.
26 Berkeley, which is located in the County of Alameda.

27 5. Plaintiff is an Asian-American female in her 20's. Due to her sex and gender,
28 Plaintiff is entitled to protection under California Department Fair Employment and Housing

1 Act under Cal. *Gov't. Code* § 12900, *et seq.* (hereinafter "FEHA") and California common
2 law. Plaintiff has satisfied the FEHA requirement, pursuant to Cal. *Gov't. Code* § 12965, by
3 timely filing a complaint with the Department of Fair Employment ("DFEH") and obtaining a
4 "right-to-sue notice" from DFEH prior to filing this Complaint.

5 6. Plaintiff is informed, believes and thereon alleges that Defendant U.C. Regents,
6 a public entity, was, at all relevant times, the owner and operator of U.C. Berkeley, a
7 subsumed entity of the U.C. Regents. U.C. Berkeley was the employer of Searle and Hudin at
8 all times relevant, and thus Plaintiff believes and thereon alleges that the U.C. Regents is
9 vicariously liable for their actions. The U.C. Berkeley mascot is known as Oski.

10 7. Defendant Searle is, and at all times mentioned was, an adult individual from
11 the city of Berkeley in Alameda County.

12 8. Defendant U.C. Regents employed Searle with a conscious disregard of the
13 rights and safety of others, or authorized or ratified the wrongful conduct for which Plaintiff
14 seeks damages herein. Searle's acts/omissions constitute fraud, oppression and/or malice and
15 were conducted on the part of an officer, director and/or managing agent of U.C. Regents.

16 9. Defendant U.C. Regents regularly employs five or more employees and falls
17 within the requirement of FEHA and *Gov't Code* § 12900, *et seq.*

18 10. The true names and capacities of defendants sued herein as Does 1 through 100,
19 inclusive are unknown to Plaintiff who therefore sues said defendants by such fictitious
20 names. Plaintiff prays for leave to amend this Complaint to show their true names and
21 capacities when the same have been finally determined. Plaintiff is informed and believes, and
22 upon such information and belief alleges thereon, that each of the defendants designated
23 herein as DOE is negligently, intentionally, strictly liable or otherwise legally responsible in
24 some manner for the events and happenings herein referred to, and negligently, intentionally,
25 strictly liable or otherwise caused damages proximately thereby to Plaintiff, as is hereinafter
26 alleged.

27 11. At all times mentioned herein, each and every defendant herein was the owner,
28 agent, servant, joint venture, alter ego and employee, each of the other and each was acting

1 within the course and scope of his or her ownership, agency, service, joint venture and
2 employment.

3 12. At all times mentioned herein, each and every defendant was the successor of
4 the other and each assumes the responsibility for the acts and omissions of all other
5 defendants.

6 13. Directors, officers, and/or managing agents of Defendant U.C. Regents and
7 DOES 1 through 100 were otherwise present or were later informed, advised and notified
8 about the incidents causing Plaintiff's discrimination and damages and that said directors,
9 officers and/or managing agents ratified, adopted, and approved the actions of Defendant
10 U.C. Regents and DOES 1 through 100.

11 **III. VENUE AND JURISDICTION**

12 14. Venue and jurisdiction are proper in the Alameda Superior Court as all of the
13 acts and omissions took place at the U.C. Berkeley campus, which is located in the County of
14 Alameda, and Defendant U.C. Regents is located in the County of Alameda. Furthermore, this
15 venue is convenient to the parties and is an appropriate venue for a civil action for damages.

16 15. Federal jurisdiction does not exist here. All parties are California citizens.
17 Furthermore, none of the causes of action involve "substantial" questions of federal law.
18 Protection against local prejudice is the essential purpose of removal jurisdiction based on
19 diversity of citizenship. Thus, defendants cannot remove a case to federal court if any
20 defendant is a citizen of the State in which such action is brought. 28 U.S.C. §1441(b)(2)
21 *Spencer v. Altec Industries, Inc.* (9th Cir. 2004) 393 F.3d 867, 870. Therefore, there is neither
22 complete diversity nor federal question jurisdiction and this matter is properly venued in this
23 Court.

24 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 (AGAINST ALL DEFENDANTS)

26 16. Plaintiff Ong is a graduate of U.C. Berkeley, where she received her Bachelor's
27 Degree in Interdisciplinary Studies, with Honors, in 2014. While Ong was still an
28 undergraduate student, she took a class with Searle, a world-renowned professor of philosophy

1 at U.C. Berkeley, and Hudin, who was the Graduate Student Instructor for the class. Ong was
2 an interested and active participant in the class, receiving an A+ for her final grade. Through
3 their student-graduate instructor relationship, as well as Plaintiff's involvement in other
4 seminars run by Hudin, Plaintiff also got to know Hudin well during her undergraduate studies,
5 with Hudin becoming something of a trusted advisor to Ong.

6 17. In the early summer of 2016, Ong expressed to Hudin an interest in gaining work
7 experience in academia prior to attending graduate school in the fall of 2017. Hudin offered
8 Ong a dual position working at U.C. Berkeley as a consultant for the John Searle Center for
9 Social Ontology for a salary of \$1,000 a month, and as a research associate for Searle himself to
10 help Ong cover her living expenses. Searle promised to pay Ong \$3,000 a month to cover her
11 living expenses. Thus, relying on these promises, Ong left her higher paying job in San
12 Francisco to work at U.C. Berkeley with Searle and Hudin.

13 18. Ong started her work with Searle on or about July 18, 2016, when she
14 commenced her training under both Searle and his prior research assistant at his office at U.C.
15 Berkeley, located at 148 Moses Hall. Professor Searle and Ms. Ong initially worked well
16 together during this training period, where she would spend each day in close proximity to
17 Professor Searle, conducting clerical work for him, such as transcribing notes on the new books
18 he was working on, checking and responding to emails for him, and discussing topics from his
19 book drafts. Ong and Searle discussed her interest in philosophy and academic work before
20 attending graduate school, but also her concerns about pursuing these interests while meeting
21 her living costs. Professor Searle reassured her that her living costs and other needs would be
22 taken care of, and that they should have a relationship of "total trust" between each other.

23 19. Then, on or about July 22, 2016, after only a week of working together, Searle
24 sexually assaulted Ong. On that date, he asked his previous research assistant to leave his
25 office. He then locked the door behind the assistant and then went directly to Ong to grope her.
26 Professor Searle slid his hands down the back of her spine to her buttocks and told Ong that
27 "they were going to be lovers," that he had an "emotional commitment to making her a public
28 intellectual" and that he was "going to love her for a long time."

1 20. Searle's touch placed Ong in immediate shock, fear, confusion and horror, and
2 she did not know what to think or do. Ong immediately rejected Searle's sexual advances,
3 telling him that she was only there for academic and intellectual purposes and that she would
4 not be his "lover". Defendant Searle took his hands off of Ong and apologized, and told her to
5 "forget it." Ong was subsequently paid \$3,000 for her work with him in July 2016 and advised
6 that she should continue working with his other research assistant while he was out of the
7 country on vacation in early August of 2016.

8 21. When Searle left for his vacation in early August of 2016, Ong reported the
9 assault to the other research assistant and Hudin on separate occasions. Hudin told Ong that she
10 would protect Ong from Searle's advances. Hudin also acknowledged that Professor Searle has
11 had sexual relationships with his students and others in the past in exchange for academic,
12 monetary or other benefits. No one working for Searle advised Ong that she should report the
13 assault to upper management at U.C. Berkeley or others, or that they would further report the
14 assault for investigation.

15 22. Upon Searle's return to work in late August of 2016, Ong's work environment
16 became increasingly hostile and awkward. Searle acted as if the assault had never happened.
17 He also cut down her salary by over 50%, to about \$1,500 or less a month, by cutting her hourly
18 rate to \$15 an hour without any reason given.

19 23. During Ong's employment, Searle continued to make inappropriate comments
20 and engage in lewd conduct around her. While they were engaged in work, Searle would
21 occasionally ask Ong to log into a "Sugar Baby, Sugar Daddy" website for him, which she
22 refused to do. Searle also would speak to Ong in a sexual manner. On one occasion, when Ong
23 brought up the topic of American Imperialism as a discussion topic, Searle responded
24 ""American Imperialism? Oh boy, that sounds great honey! Let's go to bed and do that right
25 now!"

26 24. During this time frame, Searle would also openly watch pornography on his
27 laptop in front of her, with the sound on. Ong also heard the pornography playing from Searle's
28 office from the hallway outside of his office, while walking by with students.

1 25. In addition, Searle would request that Ong access, read and respond to his
2 University emails, emails that would include Searle corresponding flirtatiously with several
3 young women, including U.C. Berkeley students and foreign students from Europe, who sought
4 to work as his research assistant, the same position she currently held.

5 26. In early September of 2016, Ong reported these issues and her pay cut to Hudin.
6 Hudin told Plaintiff that she would address these issues with Searle and upper management at
7 U.C. Berkeley in the IGS Department. Hudin later admitted that she was not going to address
8 these issues with upper management out of her respect and loyalty to Professor Searle because
9 she needed to “protect him.”

10 27. Then, on September 23, 2016, Hudin told Ong that she would not be retained as
11 a consultant with the Center, thereby terminating her from her work with the Center and Searle.
12 Hudin explained to Plaintiff that she would “try” to get Ong some money for her work that
13 summer.

14 28. Ong was sexually assaulted and continuously harassed and discriminated against
15 by Searle, who retaliated against her when she denied his sexual advances by cutting Ong’s pay
16 and creating a hostile work environment for her through his continued harassment. Hudin and
17 others employed by U.C. Berkeley, including upper management, knew or reasonably should
18 have known of Searle’s sexual assault, harassment and discrimination of Ong and others,
19 including his history of exchanging sexual conduct for monetary and/or educational
20 advancements or other benefits while acting in his course and scope of employment with U.C.
21 Berkeley, through their personal interactions with Searle and knowledge of inappropriate
22 conduct with these women, through emails, prior complaints and other such documents. Hudin,
23 acting in her course and scope of employment with U.C. Berkeley, and other U.C. Berkeley
24 employees/agents failed to protect U.C. Berkeley students, employees such as Ong, and others,
25 by allowing this conduct to continue, even enabling Searle’s conduct over the years, causing
26 harm and emotional and financial damages to Ong and others.

27 29. Ong believes that Searle, Hudin and potentially other employees/agents of U.C.
28 Berkeley, violated several of the U.C. Regent and U.C. Berkeley’s employment, sexual

1 harassment and discrimination and other similar policies, policies which were not enforced or
2 were otherwise insufficient to protect Ong and others from the sexual assault, harassment and
3 other illegal activities she experienced.

4 30. As a result of the actions of Defendants, Plaintiff has sustained and will continue
5 to sustain economic and non-economic damages including loss of earnings, emotional distress
6 and medical costs, and other damages. Plaintiff seeks past and future economic and non-
7 economic damages, other items of special damages, costs, prejudgment and post judgment
8 interest and attorneys' fees as well as any other relief allowable by law.

9 31. The actions by Searle were done with a conscious disregard and malice towards
10 Plaintiff.

11 **V. CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **(SEXUAL HARASSMENT IN VIOLATION OF FEHA – QUID PRO QUO)**

14 **(Against all Defendants)**

15 32. Plaintiff hereby incorporates by reference and re-alleges each and every
16 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
17 forth herein.

18 33. Plaintiff was an employee of U.C. Berkeley working in a dual position as a
19 research assistant for Searle and consulting position with the Center. She was an employee
20 within the meaning of Cal. Gov't. Code § 12926 and at all times during her employment she
21 performed in a competent, satisfactory manner.

22 34. Searle made unwanted sexual advances to Plaintiff by groping her, in addition to
23 engaging in other unwanted verbal conduct of a sexual nature with Plaintiff.

24 35. That employment decisions affecting Plaintiff were made based on her rejection
25 and complaints of Searle's sexual advances or conduct.

26 36. That at the time of his conduct, Searle was an employee of U.C. Berkeley, acting
27 in the course and scope of employment.

28 37. That Plaintiff was harmed and Searle's conduct was a substantial factor in

1 causing Plaintiff's harm.

2 38. Defendants, and each of them, sexually harassed Plaintiff in violation of the
3 FEHA, Cal. Gov't. Code §12900, et seq.

4 39. Plaintiff is informed and believes, and based thereon alleges, that in addition to
5 the practices enumerated above, Defendants may have engaged in other sexual harassment
6 practices against her which are not yet fully known.

7 40. As a direct and proximate result of Defendants' willful, knowing and intentional
8 harassment against her, Plaintiff has sustained, and continues to sustain economic and non-
9 economic damages including loss of earnings, emotional distress and medical costs, and other
10 damages. Plaintiff seeks past and future economic and non-economic damages, other items of
11 special damages, costs, prejudgment and post judgment interest and attorneys' fees as well as
12 any other relief allowable by law.

13 41. Plaintiff further requests attorneys' fees be awarded to her pursuant to Cal.
14 Gov't. Code § 12965, and exemplary/punitive damages against Searle.

15 **SECOND CAUSE OF ACTION**

16 **(SEXUAL HARASSMENT IN VIOLATION OF FEHA – HOSTILE WORK ENVIRONMENT)**

17 **(Against all Defendants)**

18 42. Plaintiff hereby incorporates by reference and re-alleges each and every
19 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
20 forth herein.

21 43. Plaintiff was subjected to unwanted harassing conduct because of her sex and
22 gender while she was employed by U.C. Berkeley.

23 44. The harassing conduct was so severe, widespread and persistent that a
24 reasonable person of the same sex and gender in Plaintiff's circumstances would have
25 considered the work environment to be hostile or abusive.

26 45. Plaintiff considered the work environment to be hostile and abusive.

27 46. Searle, Plaintiff's supervisor with actual authority over Plaintiff, engaged in such
28 unwanted harassing conduct.

1 47. Plaintiff was harmed and Searle's conduct was a substantial factor in causing
2 such harm.

3 48. Therefore, Plaintiff's was employed in a sexually hostile work environment in
4 violation of FEHA, Cal. Gov't. Code § 12900, et seq.

5 49. Plaintiff is informed and believes, and based thereon alleges, that in addition to
6 the practices enumerated above, Defendants may have engaged in other sexual harassment
7 practices against her which are not yet fully known.

8 50. As a direct and proximate result of Defendants' willful, knowing and intentional
9 harassment against her, Plaintiff has sustained, and continues to sustain economic and non-
10 economic damages including loss of earnings, emotional distress and medical costs, and other
11 damages. Plaintiff seeks past and future economic and non-economic damages, other items of
12 special damages, costs, prejudgment and post judgment interest and attorneys' fees as well as
13 any other relief allowable by law.

14 51. Plaintiff further requests attorneys' fees be awarded to her pursuant to Cal.
15 Gov't. Code § 12965, and exemplary/punitive damages against Searle.

16 **THIRD CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF FEHA**

18 **(Against all Defendants)**

19 52. Plaintiff hereby incorporates by reference and re-alleges each and every
20 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
21 forth herein.

22 53. U.C. Berkeley, through the acts of Searle and Hudin, discharged Plaintiff based
23 on her rejection of Searle's sexual advances, and her complaints of Searle's misconduct and the
24 impact that Ong's complaints had on her pay.

25 54. Plaintiff's complaints regarding Searle's misconduct to her supervisors, and her
26 rejections of Searle's advances, were motivating factors for Defendants to cut Plaintiff's pay,
27 and also caused Defendants to take actions which impact Plaintiff's career and image, including
28 the eventual termination of her employment.

1 55. Plaintiff was harmed, and Defendants' retaliatory conduct was a substantial
2 factor in causing that harm.

3 56. Defendants' retaliatory conduct was in violation of the FEHA, Cal. *Gov't. Code*
4 § 12900, *et seq.*

5 57. Plaintiff is informed and believes, and based thereon alleges, that in addition to
6 the practices enumerated above, Defendants may have engaged in other sexual harassment
7 practices against her which are not yet fully known.

8 58. As a direct and proximate result of Defendants' willful, knowing and intentional
9 retaliation against her, Plaintiff has sustained, and continues to sustain economic and non-
10 economic damages including loss of earnings, emotional distress and medical costs, and other
11 damages. Plaintiff seeks past and future economic and non-economic damages, other items of
12 special damages, costs, prejudgment and post judgment interest and attorneys' fees as well as
13 any other relief allowable by law.

14 59. Plaintiff further requests attorneys' fees be awarded to her pursuant to Cal.
15 *Gov't. Code* § 12965, and exemplary/punitive damages against Searle.

16 **FOURTH CAUSE OF ACTION**

17 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY)**

18 **(Against all Defendants)**

19 60. Plaintiff hereby incorporates by reference and re-alleges each and every
20 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
21 forth herein.

22 61. Plaintiff, who was employed by Defendants, was wrongfully discharged after
23 she reported Searle's sexual assault and harassment to her supervisors at U.C. Berkeley, in
24 violation of public policy supporting such reporting.

25 62. Plaintiff's conduct was a motivating factor behind her termination.

26 63. As a direct and proximate result of Defendants' actions, Plaintiff has sustained,
27 and continues to sustain economic and non-economic damages including loss of earnings,
28 emotional distress and medical costs, and other damages. Plaintiff seeks past and future

1 economic and non-economic damages, other items of special damages, costs, prejudgment and
2 post judgment interest and attorneys' fees as well as any other relief allowable by law.

3 **FIFTH CAUSE OF ACTION**

4 **ASSAULT & BATTERY**

5 **(Against Defendant John Searle and Does 1 through 50)**

6 64. Plaintiff hereby incorporates by reference and re-alleges each and every
7 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
8 forth herein.

9 65. As described above, Searle and Does 1 through 50, grabbed Plaintiff's rear,
10 attempting to caress her.

11 66. At no time did Plaintiff consent to these unwanted acts and touchings.

12 67. In doing the aforementioned acts, defendants Searle and Does 1 through 50, and
13 each of them, intended to cause and did cause Plaintiff to be placed in apprehension of harmful
14 and offensive contact with her body.

15 68. As a direct and proximate result of the aforementioned acts, Plaintiff was in fact
16 placed in great apprehension of harmful and offensive conduct with her body.

17 69. As a direct and proximate result of the aforementioned acts, Plaintiff was caused
18 to and did suffer great and extreme emotional distress including shock, anxiety, worry,
19 depression, sleeplessness, mortification, humiliation, and indignity. Said emotional distress
20 continues from day to day and is of such a substantial and enduring quality that no reasonable
21 person in a civilized society should be expected to endure such distress.

22 70. Defendants Searle and Does 1 through 50, and each of them, carried out the
23 aforementioned acts knowing that great bodily injury and emotional distress were substantially
24 certain to be caused to Plaintiff; yet Defendants proceeded to engage in said despicable acts
25 maliciously and with a conscious disregard of the rights and safety of Plaintiff.

26 71. Plaintiff is, therefore, entitled to damages in an amount to be proven at the time
27 of trial.

28 ///




PRAAYER FOR RELIEF

WHEREFORE, Plaintiff requests of this Court the following relief:

- A. For general damages, in an amount to be proven at the time of trial;
- B. For special damages, in an amount to be proven at the time of trial;
- C. For loss of earnings, in an amount to be proven at the time of trial;
- D. For an award of pre-judgment and post-judgment interest as provided by law;
- E. For consequential damages, in an amount to be proven at the time of trial;
- F. An award of exemplary/punitive damages against Searle;
- G. For attorneys' fees and costs on all applicable causes of action;
- H. For an award providing for payment of costs of suit; and
- I. And for such other and further relief as this Court may deem just and proper.

Dated: March 20, 2017

KRISTENSEN WEISBERG, LLP



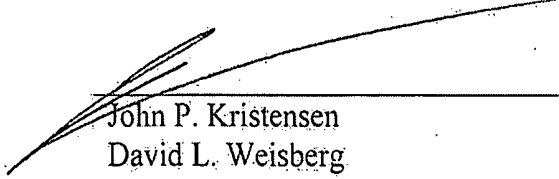
John P. Kristensen
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues which may be tried by a jury.

Dated: March 20, 2017

KRISTENSEN WEISBERG, LLP



John P. Kristensen
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