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12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
15

16 IDA GOMEZ LLANOS,

17 Plaintiff,

18 vs.

19 DELTA AIR LINES, INC., a
20 Delaware corporation, DELTA F-
21 CARE RETIREMENT TRUST,
22 DELTA MASTER RETIREMENT
23 TRUST, JENNIFER KAO, PAMELA
24 PAUL, ANDREA MISSERIAN,
25 BARBARA LAU, ANN MARIE
OGNOVIC, SHARON REDDEN,
JEFFREY WEESE, JAKE JESSE,
and DOES 1 to 100, inclusive,

26 Defendants.
27
28

) Case No.: 19STCV41321

) **PLAINTIFF IDA GOMEZ LLANOS'S**
) **COMPLAINT FOR DAMAGES FOR:**

-) (1) **DISCRIMINATION IN VIOLATION**
) **OF FEHA;**
-) (2) **HARASSMENT IN VIOLATION OF**
) **FEHA;**
-) (3) **RETALIATION IN VIOLATION OF**
) **FEHA;**
-) (4) **FAILURE TO PREVENT**
) **DISCRIMINATION,**
) **HARASSMENT, AND**
) **RETALIATION IN VIOLATION OF**
) **FEHA;**
-) (5) **INTENTIONAL INFLICTION OF**
) **EMOTIONAL DISTRESS;**
-) (6) **NEGLIGENT HIRING,**
) **SUPERVISION, AND RETENTION;**

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-) (7) **WRONGFUL TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY;**
-) (8) **WHISTLE-BLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
-) (9) **BREACH OF EXPRESS ORAL CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;**
-) (10) **BREACH OF IMPLIED-IN-FACT CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;**
-) **DEMAND FOR JURY TRIAL**

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20 Labor Code § 1102.5 25, 26

1 Plaintiff, Ida Gomez Llanos, alleges, on the basis of personal knowledge and/or
2 information and belief:

4 SUMMARY

5 This is an action by plaintiff, Ida Gomez Llanos (“plaintiff” or “Ms. Gomez”), whose
6 employment with defendant Delta Air Lines, Inc., Delta F-Care Retirement Trust, Delta
7 Master Retirement Trust (hereinafter collectively referred to as “Delta”) was wrongfully
8 terminated.

9 Plaintiff brings this action against defendants for economic, non-economic, com-
10 pensatory, and punitive damages pursuant to Civil Code section 3294, pre-judgment in-
11 terest pursuant to Code of Civil Procedure section 3291, and costs and reasonable attor-
12 neys’ fees pursuant to Government Code section 12965(b) and Code of Civil Procedure
13 section 1021.5.

15 PARTIES

16 1. *Plaintiff:* Plaintiff Gomez Llanos is, and at all times mentioned in this Complaint
17 was, a resident of the County of Los Angeles, California.

18 2. *Defendants:* Defendant Delta is, and at all times mentioned in this Complaint
19 was, authorized to operate by the State of California and the United States government
20 and authorized and qualified to do business in the County of Los Angeles. Defendant’s
21 place of business, where the following causes of action took place, was and is in the
22 County of Los Angeles, at Los Angeles International Airport (“LAX”), at 1 World Way,
23 Los Angeles, California 90045. Defendant Jennifer Kao (“defendant” or “Kao”) is, and
24 at all times mentioned in this Complaint was, a supervisor with defendants. Defendant
25 Kao is, and at all times mentioned in this Complaint was, a resident of Los Angeles
26 County, California. Defendant Pamela Paul (“defendant” or “Paul”) is, and at all times
27 mentioned in this Complaint was, a supervisor with defendants. Defendant Paul is, and at
28 all times mentioned in this Complaint was, a resident of Los Angeles County, California.

1 Defendant Andrea Misserian (“defendant” or “Misserian”) is, and at all times mentioned
2 in this Complaint was, a supervisor with defendants. Defendant Misserian is, and at all
3 times mentioned in this Complaint was, a resident of Los Angeles County, California.
4 Defendant Barbara Lau (“defendant” or “Lau”) is, and at all times mentioned in this
5 Complaint was, a supervisor with defendants. Defendant Lau is, and at all times
6 mentioned in this Complaint was, a resident of Los Angeles County, California.
7 Defendant Ann Marie Ognovic (“defendant” or “Ognovic”) is, and at all times mentioned
8 in this Complaint was, a supervisor with defendants. Defendant Ognovic is, and at all
9 times mentioned in this Complaint was, a resident of Los Angeles County, California.
10 Defendant Sharon Redden (“defendant” or “Redden”) is, and at all times mentioned in this
11 Complaint was, a supervisor with defendants. Defendant Redden is, and at all times
12 mentioned in this Complaint was, a resident of Los Angeles County, California.
13 Defendant Jeffrey Weese (“defendant” or “Weese”) is, and at all times mentioned in this
14 Complaint was, a supervisor with defendants. Defendant Weese is, and at all times
15 mentioned in this Complaint was, a resident of Los Angeles County, California.
16 Defendant Jake Jesse (“defendant” or “Jesse”) is, and at all times mentioned in this
17 Complaint was, a supervisor with defendants. Defendant Jesse is, and at all times
18 mentioned in this Complaint was, a resident of Los Angeles County, California.

19 3. *Doe defendants:* Defendants Does 1 to 100, inclusive, are sued under fictitious
20 names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes,
21 and on that basis alleges, that each of the defendants sued under fictitious names is in some
22 manner responsible for the wrongs and damages alleged below, in so acting was functioning
23 as the agent, servant, partner, and employee of the co-defendants, and in taking the actions
24 mentioned below was acting within the course and scope of his or her authority as such
25 agent, servant, partner, and employee, with the permission and consent of the co-defendants.
26 The named defendants and Doe defendants are sometimes hereafter referred to, collectively
27 and/or individually, as “defendants.”

28 4. *Relationship of defendants:* All defendants compelled, coerced, aided, and/or

1 abetted the discrimination, retaliation, and harassment alleged in this Complaint, which
2 conduct is prohibited under California Government Code section 12940(i). All defendants
3 were responsible for the events and damages alleged herein, including on the following
4 bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or more of
5 the defendants was the agent or employee, and/or acted under the control or supervision,
6 of one or more of the remaining defendants and, in committing the acts alleged, acted
7 within the course and scope of such agency and employment and/or is or are otherwise
8 liable for plaintiff's damages; (c) at all relevant times, there existed a unity of ownership
9 and interest between or among two or more of the defendants such that any individuality
10 and separateness between or among those defendants has ceased, and defendants are the
11 alter egos of one another. Defendants exercised domination and control over one another
12 to such an extent that any individuality or separateness of defendants does not, and at all
13 times herein mentioned did not, exist. Adherence to the fiction of the separate existence
14 of defendants would permit abuse of the corporate privilege and would sanction fraud and
15 promote injustice. All actions of all defendants were taken by employees, supervisors,
16 executives, officers, and directors during employment with all defendants, were taken on
17 behalf of all defendants, and were engaged in, authorized, ratified, and approved of by all
18 other defendants.

19 5. Defendant Delta both directly and indirectly employed plaintiff Gomez Llanos,
20 as defined in the Fair Employment and Housing Act ("FEHA") at Government Code
21 section 12926(d).

22 6. In addition, Delta compelled, coerced, aided, and abetted the discrimination,
23 which is prohibited under California Government Code section 12940(i).

24 7. Finally, at all relevant times mentioned herein, all defendants acted as agents of
25 all other defendants in committing the acts alleged herein.

26 27 **VENUE**

28 8. All actions at issue in this case occurred in the State of California, County of Los

1 Angeles. Under the California Fair Employment and Housing Act, this case can
2 alternatively, at plaintiff’s choice, be filed:

3 [I]n any county in the state in which the unlawful practice is alleged
4 to have been committed, in the county in which the records relevant
5 to the practice are maintained . . . or in the county in which the
6 aggrieved person would have worked or would have had access to the
7 public accommodation but for the alleged unlawful practice, but if the
8 defendant is not found within any of these counties, an action may be
9 brought within the county of the defendant’s residence or principal
10 office . . .

11 California Government Code § 12965(b).

12 9. Here, plaintiff worked primarily in California, in the County of Los Angeles. The
13 site where plaintiff worked, when she was not flying, was LAX, which is in Los Angeles,
14 California. The majority of the unlawful actions on defendants’ part occurred in Los
15 Angeles, California.

16 10. “[I]n the absence of an affirmative showing to the contrary, the presumption is
17 that the county in which the title of the actions shows that the case is brought is, prima
18 facie, the proper county for the commencement and trial of the action.” *Mission Imports,*
19 *Inc. v. Superior Court* (1982) 31 Cal.3d 921, 928. The FEHA venue statute—section
20 12965(b)—thus affords a wide choice of venue to persons who bring actions under FEHA.
21 *Brown v. Superior Court* (1984) 37 Cal.3d 477, 486. “[T]he special provisions of the
22 FEHA venue statute control in cases involving FEHA claims joined with non-FEHA
23 claims arising from the same facts.” *Id.* at 487.

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

25 11. *Plaintiff’s hiring:* Ms. Gomez began working for Delta as a flight attendant in
26 November of 1962.

27 12. *Plaintiff’s job performance:* Throughout her fifty-six (56) years of employment
28 at Delta, Ms. Gomez performed her duties competently and successfully. She was the
consummate flight attendant. She was hard-working, dedicated, and loyal. Regularly, she
received commendations and positive reviews from supervisors, peers, and passengers

1 alike. Ms. Gomez was such an outstanding flight attendant that Delta honored her with
2 numerous awards over the years, including perfect attendance awards, commendation
3 luncheons for a short list of the finest flight attendants (top 1%), and nominations as an
4 honoree of the annual Delta Chairman's Club.

5 13. *Plaintiff's protected status and activity:*

6 a. Plaintiff is more than 40 years old (she is currently 79 years old).

7 b. Plaintiff is female.

8 c. Plaintiff complained about the unlawful discrimination, harassment, and
9 retaliation that she experienced as a result of her age and sex.

10 14. *Defendants' adverse employment actions and behavior:*

11 a. In the latter years of her employment, Ms. Gomez continued to go above and
12 beyond and to provide exemplary customer service. She loved her job as a Delta flight
13 attendant, and she devoted all she could to providing the best service to Delta customers.
14 At seventy-eight (78) years of age, Ms. Gomez was and remained Delta's number one
15 flight attendant in Los Angeles and ranked fifth in the company.

16 b. As the most senior flight attendant, Ms. Gomez earned work-related privi-
17 leges that were extremely coveted by other employees. She deservedly (after decades of
18 service to Delta) earned the first right to choose her flight routes and to take on additional
19 flights for extra work hours. In turn, this created resentment amongst other flight
20 attendants who were vying for the same privileges, especially because Ms. Gomez
21 continued working so diligently well into her late 70s. Consequently, certain flight
22 attendants who coveted the privileges Ms. Gomez had earned expressed their resentment
23 toward her by lodging defamatory accusations in reports to management. It was their only
24 way to knock out the top of their class.

25 c. Additionally, unbeknownst to Ms. Gomez, Delta intended to get rid of its
26 most senior flight attendants. At the time, Delta welcomed any criticism of its oldest
27 employees in order to justify the eventual termination of their employment. Consequently,
28 Ms. Gomez was suddenly falsely determined to be an incompetent, insubordinate thief,

1 despite her five decades of exceptional performance.

2 d. From 2018 onward, Ms. Gomez was subjected to age-based discriminatory
3 and harassing conduct by her supervisors and co-workers. These included issuing
4 unfounded performance criticisms against Ms. Gomez, issuing unsubstantiated negative
5 performance reviews of her, targeting her with malicious and false rumors, singling her
6 out for negative treatment, making discriminatory comments based on her age, failing to
7 conduct unbiased investigations into her multiple complaints of harassment and discrimi-
8 nation, and forcing her to choose between retirement and employment termination.

9 e. On February 5, 2018, Ms. Gomez was issued her first write-up in approxi-
10 mately 55 years, for alleged policy violations,¹ on the bases of two incidents on September
11 17, 2017 and November 23, 2017.

12 f. With regard to the first incident, on September 17, 2017, defendants claimed
13 that Ms. Gomez violated company policy by paying a co-worker to work her position on
14 an international flight. Specifically, Ms. Gomez's co-worker, Richard Hamrich, accused
15 her of paying another flight attendant, Kimberly Reicks ("Ms. Reicks"), one hundred
16 dollars (\$100.00) "*to help reach the tall bins while working at the galley.*" Ms. Gomez is
17 4'11" and cannot reach the tall bins in the aircraft's galley. Ms. Reicks assisted Ms.
18 Gomez with procuring tall bins in the galley, but was never given any monetary payment
19 for her assistance, as the written warning alleged. Hamrich also made this accusation after
20 Ms. Gomez witnessed Hamrich sexually assault another male flight attendant by grabbing
21 the other flight attendant's crotch (on information and belief, these incidents led to the
22 termination of Hamrich's employment). Subsequently, this false accusation against Ms.
23 Gomez (made within six months after Ms. Gomez witnessed Hamrich's sexual assault)
24 was disproved when Hamrich himself recanted his earlier accusation and directly
25 apologized to Ms. Gomez for having made the false accusation. Although defendant's
26

27 ¹ Ms. Gomez's otherwise spotless personnel file contains disciplinary notices for no-call/no-shows,
28 approximately one for every ten years of employment. These notices should be excused in consideration
of the length of her employment and the infrequency of these incidents.

1 manager defendant Misserian thereafter assured Ms. Gomez that defendants would
2 remove the write-up from her file, they never did. Defendants' failure to uphold their
3 promise caused Ms. Gomez to suffer adverse employment effects.

4 g. The second incident, in the February 5, 2018 write-up, alleged that Ms.
5 Gomez failed to work at her designated position on November 23, 2017. Ms. Gomez
6 strongly contested this false accusation, as she had never been one to shirk her duties. As
7 it turned out, this would not be the last time defendant Misserian would defame Ms.
8 Gomez's work performance or adherence to company policy. Ms. Gomez refused to sign
9 the write-up because of the numerous fabrications therein.

10 h. This disproved write-up significantly damaged Ms. Gomez's employment
11 record, as it resulted in the temporary loss of employment privileges that Ms. Gomez had
12 rightfully earned throughout her decades of diligent service to Delta. Specifically, for
13 eighteen (18) months, Ms. Gomez became ineligible for transfer, promotion, or special
14 assignment outside in-flight services and ineligible to participate in the purser program.

15 i. Notwithstanding defendants' unfair conduct, Ms. Gomez continued to per-
16 form her duties diligently and responsibly.

17 j. On February 9, 2018, Ms. Gomez again received a positive review for her
18 excellent work ethic, customer service, and adherence to company policy.

19 k. Shortly thereafter, Ms. Gomez was subjected to negative and aggressive
20 treatment by Delta's significantly younger employees, including defendants Kao, Lau, and
21 Ognovic.

22 l. On several occasions, these defendants verbally harassed Ms. Gomez by
23 screaming at her in front of passengers. A co-worker informed Ms. Gomez that defendant
24 Ognovic announced to other flight attendants, "*I [defendant Ognovic] am trying to get her*
25 *[Ms. Gomez] fired any way I can!*" Additionally, defendant Kao had expressed the same
26 sentiment to another flight attendant, saying she was "*trying to get her [Ms. Gomez]*
27 *fired.*" In furtherance of their plan, defendants Ognovic and Kao claimed that Ms. Gomez
28

1 could not arm and/or disarm doors,² maliciously imputing such alleged incapacity to her
2 age and sex. Moreover, defendant Ognovic circulated pictures of Ms. Gomez in another
3 attempt to defame her. Ms. Gomez had no issues with performing her tasks and received
4 rave performance reviews throughout her tenure at Delta.

5 m. Further, defendants Kao, Lau and Ognovic maliciously contrived to slander
6 Ms. Gomez's reputation by spreading false rumors and accusations, such as that Ms.
7 Gomez had stolen items from aircrafts for personal use (repeatedly made by Kao, Lau and
8 Ognovic from 2017 to the time of termination), that she was stealing chocolate, that she
9 was eating food before serving passengers (a false statement made by Kao in or around
10 late 2018), that she was stopped by U.S. customs agents who discovered the stolen items
11 and that she was suspended for two weeks for stealing (Ognovic made this false accusation
12 in or around 2018 of which was untrue). Another employee of Delta (name unknown at
13 this time) also falsely stated that Ms. Gomez put Bailey's Irish Cream in her coffee during
14 a flight (this occurred in or around 2018). Ms. Gomez was made aware of these slanderous
15 statements, as her colleagues notified her of defendants' actions. Even Ms. Gomez's son,
16 a Delta flight attendant himself, caught wind of these defamatory statements and brought
17 them to his mother's attention.

18 n. Ms. Gomez knew that these rumors were maliciously circulated to damage
19 her reputation because, for one, she does not drink alcohol, and, two, she abstains from
20 chocolate because of a strong history of diabetes in her family. Moreover, Ms. Gomez has
21 always diligently tried to uphold Delta's policies and protocols. In fact, one of the many
22 reasons she was nominated as an honoree of the highly esteemed Chairman's Club was
23 that one of her previous supervisors had written complimentary notes in a report to
24 management that Ms. Gomez was one of the few flight attendants he had ever worked with
25 who strictly did not eat her own meals until she had first served passengers their meals.

26 o. When Ms. Gomez asked defendant Ognovic to stop spreading these mali-

27 _____
28 ² Ms. Gomez consistently passed her annual training without issue. This training includes arming
and disarming aircraft doors.

1 cious rumors, Ognovic pulled out pictures she had of Ms. Gomez with her head down as
2 an intimidation tactic, demanding that Ms. Gomez “*back off!*” Thereafter, Ms. Gomez
3 complained about defendants’ slanderous statements to in-flight manager Brian Olivera
4 and base manager Mickey McCormick Jameson. Both managers acknowledged that they
5 were aware that the rumors were false, but advised Ms. Gomez that they preferred to do
6 nothing in the hope that the rumors would go away. When Ms. Gomez urged defendants
7 to intervene, the base manager insisted on doing nothing, stating, “*You’re [Ms. Gomez]
8 still here, aren’t you? If it were true, you would have been terminated.*”

9 p. On April 11, 2018, Ms. Gomez lodged a written complaint with defendants’
10 manager Ann Johnson, recounting the bullying and slander she had endured thus far from
11 defendants. In her complaint, Ms. Gomez pleaded for defendants’ assistance by urging
12 them to provide her “*a safe work environment, free of sabotage, slander, bullying and
13 false allegations.*” To Ms. Gomez’s dismay, defendants responded to her complaints of
14 harassment by issuing her a disciplinary action for “*gossiping.*” Subsequently, defendants
15 reacted in kind every time Ms. Gomez lodged a complaint—completely ignoring her
16 complaints, while intensely investigating the complaints against her.

17 q. On April 29, 2018, Ms. Gomez received an informal oral coaching warning
18 for purportedly “*creating crew conflict with gossiping.*” She reasonably believed that
19 defendants, and each of them, concocted false allegations to make her work life miserable
20 and to set her up for employment termination.

21 r. On several occasions thereafter, Ms. Gomez noticed that defendant Ognovic
22 was spending more time in trying to get her fired than actually completing her duties.
23 Ognovic would follow Ms. Gomez with her phone camera out and ready to take pictures
24 of Ms. Gomez in the hope of catching her in a seemingly compromising position.

25 s. Moreover, defendants Kao and Lau continued to target Ms. Gomez with
26 malicious conduct, including spreading rumors that she often stopped service to passeng-
27 ers so she could eat herself, all the while circulating old pictures of Ms. Gomez on flights.
28 Although Ms. Gomez knew these rumors to be false, she was reasonably concerned that

1 management would be quick to believe them true.

2 t. On May 8, 2018, Ms. Gomez filed another written report about harassment
3 and bullying by co-workers. Specifically, flight attendant defendant Redden, with whom
4 Ms. Gomez had no history, unforeseeably verbally abused Ms. Gomez with such hostility
5 that another flight attendant could not understand how Ms. Gomez was able to remain so
6 calm during the attack. Ms. Gomez reasonably believed that these unwarranted attacks
7 stemmed from other flight attendants' resentment of her for the privileges that
8 accompanied her age and seniority. Again, Ms. Gomez's complaint was ignored, and the
9 witness who saw the attack was never questioned about the harassment she witnessed.

10 u. On June 1, 2018, Ms. Gomez received an unfounded disciplinary action for
11 purportedly removing catering items from the aircraft. Not only were the allegations un-
12 founded, but defendant Delta's employees regularly remove catering items from aircraft
13 without discipline.

14 v. For months, defendants continued to single out, harass, and differentially
15 mistreat Ms. Gomez because of her age. Ms. Gomez continued to be a target of false
16 rumors and allegations that resulted in several false and unfounded write-ups and
17 criticisms. Precipitously, Ms. Gomez noticed that co-workers were ostracizing her for
18 being the oldest flight attendant Delta employed. She reasonably believed that her co-
19 workers resented her for continuing to outperform other flight attendants well into her late
20 70s.

21 w. On September 28, 2018, during a three-day trip to Shanghai Pudong Airport
22 (PVG), defendant Kao verbally harassed Ms. Gomez on numerous occasions, all of which
23 involved Kao's hostilely screaming at Ms. Gomez without any provocation. When Ms.
24 Gomez asked her to stop screaming at her, Kao only ignored her. Ms. Gomez later learned,
25 that upon arrival back in the U.S., defendant Kao filed with management a complaint rife
26 with false and defamatory statements.

27 x. One week later, while preparing for the boarding of passengers on another
28 international flight to PVG, defendant Kao, without provocation, physically assaulted Ms.

1 Gomez by throwing a large bag full of covers directly at her head.

2 y. On October 23, 2018, Ms. Gomez received an informal oral coaching com-
3 pliance warning for failing to adhere to the “*bag and room policy.*” She felt frustrated
4 that she was being written up for conduct that previously had been acceptable. Fur-
5 thermore, younger flight attendants who engaged in the same or similar conduct were not
6 subjected to the same disciplinary actions. Ms. Gomez was being singled out for
7 employment termination.

8 z. On January 22, 2019, Ms. Gomez was again written up for alleged “*unpro-*
9 *fessional interactions with a crew member*” during the September 28, 2018 flight, the
10 same flight on which defendant Kao had physically and verbally attacked her. When
11 presented with this write-up, defendants did not consult Ms. Gomez to hear her side of the
12 story. Instead, defendants readily took as true accusations defendant Kao and others
13 falsely lodged. For instance, Ms. Gomez has never used the words “*zip it*” in her entire
14 life (even though she is alleged to have said those words); those words are not in her
15 vocabulary. Ms. Gomez was further dismayed to learn that the disciplinary record for the
16 September 17, 2017 incident, which had already been disproved as a false, was still in her
17 file and recorded as part of this write-up, although defendant Misserian had promised her
18 that it would be removed. Moreover, Ms. Gomez was shocked to learn that this write-up
19 accused her of “*bullying or intimidation*” when, verily, the bullying and intimidation were
20 happening to her. During a meeting to review her final corrective action notice,
21 management noted that Ms. Gomez “*had a very hard time overall staying on track and*
22 *would not take any accountability for her actions,*” Ms. Gomez was in utter shock because
23 she could not understand why management was targeting her with unfounded accusations.
24 Defendants obviously were ignoring her complaints while unreservedly believing
25 complaints against her, especially when the complaints were similar.

26 aa. Consequently, this write-up resulted in Ms. Gomez being placed on a three-
27 year probation. Plaintiff had a meeting Anne Johnson (Plaintiff’s manager at the time) and
28 Weese. Ms. Johnson read the write up to Ms. Gomez as if it qwew fact (despite not giving

1 any credence to Ms. Gomez's narrative of the events). Weese just remained silent,
2 assenting to Ms. Johnson's write up and Kao's complaints (which were fueled by Kao's
3 ageist and sexist fueled animosity towards Ms. Gomez), as if Ms. Gomez was not even
4 present during the meeting. Ms. Gomez refused to sign the final corrective action notice
5 and submitted her contentions, inscribed thereon, to management.

6 bb. On March 13, 2019, as the aircraft was descending during an international
7 flight to Sydney, Australia, Ms. Gomez was pulled away from completing her customs
8 form to retrieve another glass of wine for a passenger. While she was getting the glass, a
9 large plastic bin flew out of the chiller and hit her on the forehead, causing her head to
10 swell and leaving her dazed. Ms. Gomez immediately attended to her injury and hurriedly
11 served her passenger.

12 cc. During this flight, unbeknownst to Ms. Gomez, the defendants (flight at-
13 tendants) who were contriving false reasons to terminate Ms. Gomez's employment
14 intentionally placed Delta food products near her bag and took pictures to create the
15 artificial impression that Ms. Gomez was stealing from the company.

16 dd. Upon arrival, Ms. Gomez was chosen for a random check by customs, a
17 common occurrence for flight attendants. She had inadvertently made a mistake on the
18 form by failing to mark "yes" under "animal products" when she was rushing to serve the
19 passenger and complete the form after the injury to her forehead. During the customs
20 search, Ms. Gomez corrected her error on the form by orally declaring that she had brought
21 a small carton of milk. This carton of milk was not taken from the aircraft, but purchased
22 prior to the flight. Notwithstanding her oral declaration, customs fined Ms. Gomez for her
23 inadvertent error on the form. Apparently, the milk Ms. Gomez purchased was not
24 sufficiently marked with the country of origin and, unlike defendant Delta's catering items,
25 would not be allowed through customs.

26 ee. On or around April 15, 2019, Ms. Gomez was unexpectedly pulled away into
27 a meeting with base director Weese field service manager Mark Liv. During this meeting,
28 Ms. Gomez was interrogated about the March 13, 2019 incident involving her purchased

1 milk carton and customs. She was caught off guard by this meeting and admitted that she
2 had taken milk off the plane. In truth, Ms. Gomez had taken milk from the plane. milk
3 she purchased from a supermarket prior to boarding the international flight to Australia.
4 Previously, she had asked defendant Misserian if it were a violation to take milk off the
5 plane. Misserian specifically advised Ms. Gomez that she would not get into trouble for
6 taking milk off the plane, but that it might look bad. Notwithstanding, Ms. Gomez did not
7 want to receive any negative attention from management and thus always ensured that she
8 purchased milk to bring on her flights. However, management ignored the fact that Ms.
9 Gomez bought her own milk and pegged her as a thief and a liar.

10 ff. Thereafter, Ms. Gomez approached defendant Misserian on April 15, 2019 to
11 ask why she was being reprimanded for allegedly taking milk off the plane when Misserian
12 had advised her that this was not a disciplinary offence. As another member of
13 management was in the same room when Ms. Gomez posed this question, defendant
14 Misserian lied by stating she had never said such a thing. Misserian then later falsely
15 claimed that she had never given Ms. Gomez that instruction in a report to management to
16 save face and to justify terminating Ms. Gomez's employment.

17 gg. On April 16, 2019, as Ms. Gomez was writing her statement in defense to the
18 allegations against her the day before, she was summoned to a meeting with field service
19 manager defendant Jesse, base director defendant Weese and field service manager Mark
20 Liv. During this meeting, Ms. Gomez corrected her previous statement that she had taken
21 milk off the aircraft by honestly stating that she had purchased the milk at a supermarket
22 prior to her flight. Defendants refused to believe her because of alleged inconsistencies
23 and even accused her of stealing nine (9) bowls of cereal provided for the flight.
24 Apparently, a purser on that flight, defendant Paul, specifically falsely accused plaintiff of
25 taking nine cereal bowls from the flight, even though the person in charge verified that
26 they were, in fact, short of these catered items at the beginning of the flight. Paul also
27 accused plaintiff of taking milk from the storage and falsely asserted that "*she [defendant*
28 *Pamela] asked her [plaintiff] to take it out of her bag but she [plaintiff] refused.*"

1 Defendant Paul deliberately lied to set Ms. Gomez up for disciplinary action and/or
2 employment termination.

3 hh. The reports further indicate that Ms. Gomez repeatedly tried to bring attention
4 to slanderous statements by other flight attendants. She assertively stated without
5 ambiguity that she did not take milk from the aircraft and that she purchased the milk with
6 her own money. Moreover, she tried to bring attention to the bullying and harassment she
7 had suffered from other flight attendants because she reasonably believed that defendants
8 had repeatedly ignored her pleas for help. Ms. Gomez thought a meeting with
9 management was an opportunity to raise these issues. She even submitted her statement,
10 which once more outlined the claims of harassment and bullying by other flight attendants.
11 Again, defendants framed her complaints as a diversion, ignored her complaints, and
12 resumed targeting her with false accusations.

13 ii. At the close of this meeting, defendants informed Ms. Gomez that she was
14 suspended. She was not told the reason for her suspension, but was led to believe that she
15 would remain employed after the suspension. Really, defendants intended to terminate
16 Ms. Gomez's employment and signed their recommendations for her discharge that same
17 day. Notably, defendants insisted that Ms. Gomez admitted to taking catering items off
18 the plane when, in reality, she had specifically refuted such claims. Defendants either
19 deliberately ignored Ms. Gomez's written declaration or intentionally misconstrued her
20 statements in order to justify labeling her a thief. Furthermore, defendants issued this
21 recommendation for terminating Ms. Gomez's employment before concluding the
22 investigation. Clearly, the termination of Ms. Gomez's employment was predetermined.

23 jj. Ms. Gomez was in utter dismay and shock at these recent events. Over her
24 56 years of employment as a flight attendant, she has witnessed almost every flight
25 attendant she has worked with take all sorts of company items off the aircraft, including
26 full bottles of alcohol. In fact, Delta and its management were completely aware of this
27 fact and never took any disciplinary action against flight attendants, except those they
28 wished to eliminate. In fact, Ms. Gomez had an unblemished record until management

1 accepted these false accusations as truth in 2018 and could not believe that her employ-
2 ment might be terminated over a carton of milk.

3 kk. On April 19, 2019, Ms. Gomez called field service manager defendant Jesse
4 to reiterate her complaints of harassment against defendant Delta's flight attendants who
5 had circulated false allegations against her to peers and management. In Jesse's report of
6 this phone call, he assigns no value to Ms. Gomez's complaints and wrongly characterizes
7 them as detractions from the "true" narrative. Ms. Gomez also referred to a previous
8 e-mail wherein defendant Misserian made the following specific request to management:
9 "*I [defendant Misserian] would like to make sure we have milk in the refrigerator (for Ida*
10 *and others). Since you have a corporate card, may I ask you to purchase a carton of milk*
11 *weekly and bring in.*"

12 ll. On April 20, 2019, Ms. Gomez submitted another written complaint about
13 the false accusations asserted against her and again pleaded for defendants seriously to
14 investigate her complaints of harassment.

15 mm. On April 21, 2019, Ms. Gomez called defendant Jesse to inquire about her
16 employment status. When Jesse stated that the e-mail Ms. Gomez had sent the day before
17 concerning the purchase of milk said nothing to the effect that she took items off the
18 aircraft, Ms. Gomez clarified that, because of defendants' refusal to purchase milk for its
19 employees, defendant Misserian told her "*just [to] take it [milk] off the plane.*" Ms.
20 Gomez then reiterated that she did not take milk off the plane on the flight to Sydney,
21 Australia. The only reason she presented this e-mail as evidence of her defense was that
22 defendants did not believe she was telling the truth. Thus, if defendants insisted on
23 believing that Ms. Gomez did, in fact, take milk off the plane, she wanted to reveal this
24 e-mail and her communications with defendant Misserian to show that Misserian had
25 promised Ms. Gomez that she could not be disciplined if she ever took milk off a plane.

26 nn. On April 22, 2019, Ms. Gomez submitted another written complaint about
27 the harassment she endured from defendants, specifically defendant Misserian. She
28 highlighted the fact that, were it not for the final corrective action notice, largely based on

1 Misserian's lies, she never would have been placed on a three-year probation. It was this
2 final corrective action notice that paved the way for defendants to use the milk carton
3 incident as grounds for terminating her employment. According to Delta's policy, Ms.
4 Gomez's employment would not have been terminated for the minor infraction concerning
5 the milk carton had she not already been on probation.

6 oo. On April 22, 2019, defendants privately reached the decision to compel Ms.
7 Gomez's resignation and, if she refused, to terminate her employment.

8 pp. On April 23, 2019, Ms. Gomez lodged another written complaint, reiterating
9 many of the points mentioned herein, specifically that she had been falsely accused of
10 stealing a carton of milk, that she did not steal anything from the aircraft on the date in
11 question, that defendant Misserian had previously requested the purchase of milk on
12 aircrafts for personal use by employees, and that upon refusal Misserian advised Ms.
13 Gomez that it was permissible for her to take milk off aircraft.

14 qq. On April 26, 2019, another flight attendant confirmed what Ms. Gomez had
15 known all along, that she did not steal anything from the aircraft. This employee sub-
16 stantiated this by confirming that no catering items were missing from the aircraft and that
17 all items, including milk, were accounted for. An unbiased investigator would have found
18 that, because no items were missing from the aircraft, Ms. Gomez did not steal any item,
19 and the accusations against her were unfounded. However, defendants refused to
20 investigate further when Ms. Gomez relayed this information because this conclusion did
21 not fit their narrative. Instead, defendants deliberately chose to ignore it.

22 rr. To make matters worse, defendants, and each of them, started spreading
23 malicious rumors about the incident to the detriment of plaintiff's reputation.

24 ss. On or about April 30, 2019, two weeks after they put their decision to ter-
25 minate Ms. Gomez's employment in writing, defendants submitted a summary of their
26 investigation. Despite blatantly contradictory statements from employees, defendants
27 falsely determined that Ms. Gomez stole two cartons of milk, two (or nine) of ten (or 12)
28 bowls of cereal, two (or three) bags of chocolates, yogurt, all of the espresso, and an entire

1 pizza, all during a single flight. Also, somehow, no catering items were missing, and
2 plaintiff was not witnessed stealing anything. However, the flight attendant who accused
3 Ms. Gomez of stealing two cartons of milk, three bags of chocolate, nine bowls of cereal,
4 all of the espresso, and a whole pizza provided pictures of cereal in an aircraft closet, as if
5 that were conclusive proof that Ms. Gomez was a thief (and she is not). Regardless of the
6 facts, defendants decided that, after a spotless 56 years, Ms. Gomez had suddenly
7 transformed into a thief who needed to be fired.

8 tt. On May 8, 2019, Ms. Gomez sent a written complaint to Goswani Rajan of
9 Delta concerning defendants' ongoing harassment. She specifically stated that defendants
10 made up lies against her that caused her to be placed on a three-year probation, then used
11 it to justify terminating her employment over a minor infraction involving a milk carton.

12 uu. Consistent with their earlier inaction, defendants again ignored Ms. Gomez's
13 complaints of harassment and discrimination. Ms. Gomez felt frustrated because the false
14 and malicious complaints by younger employees were immediately acted upon before
15 defendants concluded their vigorous investigation, yet her own complaints were
16 completely disregarded.

17 vv. On May 23, 2019, defendants issued an ultimatum to Ms. Gomez: retire, or
18 suffer employment termination and the loss of her pension. Subsequently, Ms. Gomez
19 was granted until June 6, 2019, to respond to this ultimatum.

20 ww. On May 29, 2019, Ms. Gomez lodged another written complaint, asking if
21 the decision to terminate her employment were because of her age. She again tried to
22 reiterate her previous complaints of discrimination and harassment, but to no avail.

23 xx. On June 6, 2019, Ms. Gomez was fired. To recap, an unbiased investigator
24 would have concluded that the severe inconsistencies in the allegations against her caused
25 the claims to be unreliable and unfounded, except one. The only one that held any weight
26 was that customs stopped Ms. Gomez for failing to check a box on a form, an offense that
27 does not justify employment termination. Defendants should not have concluded that Ms.
28 Gomez stole Delta milk because customs would not have flagged Delta milk.

1 yy. Ultimately, Ms. Gomez’s 56-year employment with defendant Delta was
2 unlawfully terminated without any real, substantial, or compelling reason.

3 zz. As a result of the sudden and wrongful termination of her employment, Ms.
4 Gomez has suffered and continues to suffer severe emotional distress, including emotional
5 distress, anxiety, and mental suffering.

6 15. *Economic damages:* As a consequence of defendants’ conduct, plaintiff has
7 suffered and will suffer harm, including lost past and future income and employment
8 benefits, damage to her career, and lost wages, overtime, unpaid expenses, and penalties,
9 as well as interest on unpaid wages at the legal rate from and after each payday on which
10 those wages should have been paid, in a sum to be proven at trial.

11 16. *Non-economic damages:* As a consequence of defendants’ conduct, plaintiff has
12 suffered and will suffer psychological and emotional distress, humiliation, and mental and
13 physical pain and anguish, in a sum to be proven at trial.

14 17. *Punitive damages:* Defendants’ conduct constitutes oppression, fraud, and/or
15 malice under California Civil Code section 3294 and, thus, entitles plaintiff to an award
16 of exemplary and/or punitive damages.

17 a. *Malice:* Defendants’ conduct was committed with malice within the meaning
18 of California Civil Code section 3294, including that (a) defendants acted with intent to
19 cause injury to plaintiff and/or acted with reckless disregard for plaintiff’s injury, in-
20 cluding by terminating plaintiff’s employment and/or taking other adverse job actions
21 against plaintiff because of her age, sex, and/or good faith complaints, and/or (b) defen-
22 dants’ conduct was despicable and committed in willful and conscious disregard of
23 plaintiff’s rights, health, and safety, including plaintiff’s right to be free of discrimination,
24 harassment, retaliation, and wrongful employment termination.

25 b. *Oppression:* In addition, and/or alternatively, defendants’ conduct was
26 committed with oppression within the meaning of California Civil Code section 3294,
27 including that defendants’ actions against plaintiff because of her age, sex, and/or good
28 faith complaints were “despicable” and subjected plaintiff to cruel and unjust hardship, in

1 knowing disregard of plaintiff's rights to a work place free of discrimination, harassment,
2 retaliation, and wrongful employment termination.

3 c. *Fraud*: In addition, and/or alternatively, defendants' conduct, as alleged, was
4 fraudulent within the meaning of California Civil Code section 3294, including that
5 defendants asserted false (pretextual) grounds for terminating plaintiff's employment
6 and/or other adverse job actions, thereby to harm plaintiff and deprive her of legal rights.

7 18. *Attorneys' fees*: Plaintiff has incurred and continues to incur legal expenses and
8 attorneys' fees.

9 19. *Exhaustion of administrative remedies*: Prior to filing this action, plaintiff ex-
10 hausted her administrative remedies by filing a timely administrative complaint with the
11 Department of Fair Employment and Housing ("DFEH") and receiving a DFEH right-to-
12 sue letter.

13
14 **FIRST CAUSE OF ACTION**

15 **(Discrimination on the Bases of Age and Sex**

16 **(Government Code § 12900, *et seq.*)—Against Defendants**

17 **Delta and Does 1 to 100, Inclusive)**

18 20. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
19 rated herein by reference.

20 21. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*,
21 was in full force and effect and was binding on defendants. This statute requires defen-
22 dants to refrain from discriminating against any employee because he or she is more than
23 40 years old or because of the employee's sex.

24 22. Plaintiff's age, sex, and/or other characteristics protected by FEHA, Government
25 Code section 12900, *et seq.*, were motivating factors in defendants' decision to terminate
26 plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position,
27 to harass plaintiff, and/or to take other adverse job actions against plaintiff.

28 23. As a proximate result of defendants' willful, knowing, and intentional discrimi-

1 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses
2 of earnings and other employment benefits.

3 24. As a proximate result of defendants' willful, knowing, and intentional discrimi-
4 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-
5 tional distress, and mental and physical pain and anguish, all to her damage in a sum
6 according to proof.

7 25. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
8 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
9 attorneys' fees and costs (including expert costs) in an amount according to proof.

10 26. Defendants' discrimination was committed intentionally, in a malicious, fraudu-
11 lent, and/or oppressive manner, and this entitles plaintiff to punitive damages against
12 defendants.

13
14 **SECOND CAUSE OF ACTION**

15 **(Hostile Work Environment Harassment on the bases of**
16 **Age and Sex (Government Code § 12900, *et seq.*)—Against**
17 **All Defendants and Does 1 to 100, Inclusive)**

18 27. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
19 rated herein by reference.

20 28. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*,
21 was in full force and effect and was binding on defendants. This statute requires defen-
22 dants to refrain from harassing any employee because of that employee's age, sex, or other
23 protected characteristics.

24 29. Plaintiff was subjected to harassing conduct through a hostile work environment,
25 in whole or in part on the bases of plaintiff's age, sex, or other protected characteristics,
26 in violation of Government Code sections 12940(j) and 12923.

27 30. Pursuant to Government Code section 12923(b), a single incident of harassing
28 conduct is sufficient to create a hostile work environment if the harassing conduct has

1 unreasonably interfered with plaintiff's work performance or created an intimidating,
2 hostile, or offensive working environment.

3 31. As a proximate result of defendants' willful, knowing, and intentional harassment
4 of plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings
5 and other employment benefits.

6 32. As a proximate result of defendants' willful, knowing, and intentional harassment
7 of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress,
8 and mental and physical pain and anguish, all to her damage in a sum according to proof.

9 33. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
10 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
11 attorneys' fees and costs (including expert costs) in an amount according to proof.

12 34. Defendants' harassment was committed intentionally, in a malicious, fraudulent,
13 and/or oppressive manner, and this entitles plaintiff to punitive damages against
14 defendants.

15
16 **THIRD CAUSE OF ACTION**

17 **(Retaliation for Engaging in Protected Activity**

18 **(Government Code § 12900, *et seq.*)—Against Defendants**

19 **Delta and Does 1 to 100, Inclusive)**

20 35. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
21 rated herein by reference.

22 36. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*,
23 was in full force and effect and was binding on defendants. This statute requires defen-
24 dants to refrain from retaliating against any employee for making complaints of or
25 opposing discrimination, harassment, or retaliation or otherwise engaging in activity
26 protected by FEHA, including for seeking to exercise rights guaranteed under FEHA
27 and/or for assisting or participating in an investigation, opposing defendants' failure to
28 provide rights, including the right to assist or participate in an investigation, or opposing

1 defendants' failure to provide rights, including the right to complain and the right to assist
2 in a lawsuit, and the right to be free of retaliation, in violation of Government Code section
3 12940(h).

4 37. Plaintiff's seeking to exercise rights guaranteed under FEHA and/or opposing
5 defendants' failure to provide such rights, including the right to be free of discrimination,
6 harassment, and retaliation in violation of Government Code section 12940(h), were sub-
7 stantial motivating reasons for defendants' decision to terminate plaintiff's employment,
8 not to retain, hire, or otherwise employ plaintiff in any position, and/or to take other
9 adverse employment actions against plaintiff.

10 38. As a proximate result of defendants' willful, knowing, and intentional retaliation
11 against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
12 earnings and other employment benefits.

13 39. As a proximate result of defendants' willful, knowing, and intentional retaliation
14 against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
15 distress, and mental and physical pain and anguish, all to her damage in a sum according
16 to proof.

17 40. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
18 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
19 attorneys' fees and costs (including expert costs) in an amount according to proof.

20 41. Defendants' retaliation was committed intentionally, in a malicious, fraudulent,
21 and/or oppressive manner, and this entitles plaintiff to punitive damages against defen-
22 dants.

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1 **FOURTH CAUSE OF ACTION**
2 **(Failure to Prevent Discrimination, Harassment, and**
3 **Retaliation (Government Code § 12900, et seq.)—Against**
4 **Defendants Delta and Does 1 to 100, Inclusive)**

5 42. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
6 rated herein by reference.

7 43. At all times herein mentioned, FEHA, Government Code section 12940(k), was
8 in full force and effect and was binding on defendants. This statute states that it is an
9 unlawful employment practice in California for an employer “to fail to take all reasonable
10 steps necessary to prevent discrimination and harassment from occurring.”

11 44. During the course of plaintiff’s employment, defendants failed to prevent their
12 employees from engaging in intentional actions that resulted in plaintiff’s being treated
13 less favorably because of her age, sex, and/or other protected status and/or because
14 plaintiff engaged in protected activity.

15 45. Plaintiff believes that she was subjected to discrimination, harassment, and
16 retaliation because of her age, sex, and/or other protected status and/or activity.

17 46. As a proximate result of defendants’ willful, knowing, and intentional miscon-
18 duct, plaintiff has sustained and continues to sustain substantial losses of earnings and
19 other employment benefits.

20 47. As a proximate result of defendants’ willful, knowing, and intentional miscon-
21 duct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
22 mental and physical pain and anguish, all to her damage in a sum according to proof.

23 48. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees.
24 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
25 attorneys’ fees and costs (including expert costs) in an amount according to proof.

26 49. Defendants’ misconduct was committed intentionally, in a malicious, fraudulent,
27 despicable, and/or oppressive manner, and this entitles plaintiff to punitive damages
28 against defendants.

1 **FIFTH CAUSE OF ACTION**
2 **(Intentional Infliction of Emotional Distress**
3 **(*Hughes v. Pair* (2009) 46 Cal.4th 1035)—Against All**
4 **Defendants and Does 1 to 100, Inclusive)**

5 50. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
6 rated herein by reference.

7 51. Defendants' discriminatory, harassing, and retaliatory actions against plaintiff
8 constituted severe and outrageous misconduct and caused plaintiff extreme emotional
9 distress. Defendants were aware that treating plaintiff in the manner alleged above,
10 including depriving plaintiff of her livelihood, would devastate plaintiff and cause her
11 extreme hardship.

12 52. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
13 has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and
14 continues to sustain substantial losses of earnings and other employment benefits as a
15 result of being emotionally distressed.

16 53. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
17 has suffered and continues to suffer humiliation, emotional distress, and mental and
18 physical pain and anguish, all to her damage in a sum according to proof.

19 54. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
20 and/or oppressive manner, and this entitles plaintiff to punitive damages.

21
22 **SIXTH CAUSE OF ACTION**
23 **(Negligent Hiring, Supervision, and Retention—Against**
24 **Defendants Delta and Does 1 to 100, Inclusive)**

25 55. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
26 rated herein by reference.

27 56. Defendants owed a duty of care to plaintiff to appoint, hire, retain, and supervise
28 persons who would not engage in retaliatory, harassing, or discriminatory conduct.

1 Defendants owed a duty of care to plaintiff not to retain managers or employees who
2 would discriminate against, harass, or retaliate against employees for engaging in pro-
3 tected activities. Defendants owed a duty of care to plaintiff to supervise their managers
4 and employees closely to ensure that they would refrain from harassing and retaliating
5 against plaintiff.

6 57. Defendants breached these duties. As a result, defendants caused damages to
7 plaintiff. As a proximate result of defendants' negligent hiring, retention, and supervision
8 of their managers and employees, plaintiff has suffered and continues to suffer damages,
9 including losses of earnings and benefits, according to proof.

10
11 **SEVENTH CAUSE OF ACTION**
12 **(Wrongful Termination of Employment in**
13 **Violation of Public Policy (*Tameny v. Atlantic Richfield***
14 ***Co.* (1980) 27 Cal.3d 167)—Against Defendants**
15 **Delta and Does 1 to 100, Inclusive)**

16 58. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
17 rated herein by reference.

18 59. Defendants terminated plaintiff's employment in violation of various funda-
19 mental public policies underlying both state and federal laws. Specifically, plaintiff's
20 employment was terminated in part because of her protected status (*i.e.*, age, sex, and/or
21 protected activity). These actions were in violation of FEHA, the California Constitution,
22 and California Labor Code section 1102.5.

23 60. As a proximate result of defendants' wrongful termination of plaintiff's em-
24 ployment in violation of fundamental public policies, plaintiff has suffered and continues
25 to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to
26 her damage in a sum according to proof.

27 61. As a result of defendants' wrongful termination of her employment, plaintiff has
28 suffered general and special damages in sums according to proof.

1 62. Defendants' wrongful termination of plaintiff's employment was done inten-
2 tionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiff to
3 punitive damages.

4 63. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
5 Pursuant to Code of Civil Procedure sections 1021.5 and § 1032, *et seq.*, plaintiff is enti-
6 tled to recover reasonable attorneys' fees and costs in an amount according to proof.

7
8 **EIGHTH CAUSE OF ACTION**
9 **(Whistle-Blower Retaliation (Labor Code**
10 **§ 1102.5, *et seq.*)—Against Defendants Delta and Does**
11 **1 to 100, Inclusive)**

12 64. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
13 rated herein by reference.

14 65. At all relevant times, Labor Code section 1102.5 was in effect and was binding
15 on defendants. This statute prohibits defendants from retaliating against any employee,
16 including plaintiff, for actually raising complaints of potential illegality, for providing
17 information about such potential illegality, because the employee is believed to have
18 engaged in such conduct, or because the employee may engage in such conduct. The
19 statute further prohibits defendants from retaliating against any employee, including
20 plaintiff, because the employee refused to participate in activity that would result in a
21 violation of the law.

22 66. Plaintiff raised complaints of actual and/or potential illegality, including com-
23 plaints about violations of FEHA, Government Code section 12900, *et seq.*, and/or the
24 California Constitution, while she worked for defendants, and defendants retaliated
25 against her by taking adverse employment actions, including employment termination,
26 against her.

27 67. As a proximate result of defendants' willful, knowing, and intentional violations
28 of Labor Code section 1102.5, plaintiff has suffered and continues to suffer humiliation,

1 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
2 according to proof.

3 68. As a result of defendants' adverse employment actions against plaintiff, plaintiff
4 has suffered general and special damages in sums according to proof.

5 69. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
6 and/or oppressive manner, and this entitles plaintiff to punitive damages against
7 defendants.

8
9 **NINTH CAUSE OF ACTION**
10 **(Breach of Express Oral Contract Not to**
11 **Terminate Employment Without Good Cause**
12 **(*Marvin v. Marvin* (1976) 18 Cal.3d 660)—Against**
13 **Defendants Delta and Does 1 to 100, Inclusive)**

14 70. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
15 rated herein by reference.

16 71. Defendants, through their agents, entered an oral agreement not to terminate
17 plaintiff's employment except for good cause. Plaintiff and defendants, through their
18 supervisors, made mutual promises of consideration pursuant to this oral agreement.
19 Plaintiff performed all duties required of her under the agreement by performing her job
20 in an exemplary manner.

21 72. Defendants and their managers and supervisors terminated plaintiff's employ-
22 ment without good cause, violating the express oral contract they had with her.

23 73. As a proximate result of defendants' willful breach of the express oral contract
24 not to terminate employment without good cause, plaintiff has suffered and continues to
25 suffer damages, including losses of earnings and benefits, in a sum according to proof.

26 ///

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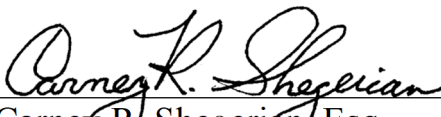
1 **PRAYER**

2 WHEREFORE, plaintiff, Ida Gomez Llanos, prays for judgment against defendants
3 as follows:

- 4 1. For general and special damages according to proof;
5 2. For exemplary damages according to proof;
6 3. For pre-judgment and post-judgment interest on all damages awarded;
7 4. For reasonable attorneys' fees;
8 5. For costs of suit incurred;
9 6. For declaratory relief;
10 7. For such other and further relief as the Court may deem just and proper.

11
12 ADDITIONALLY, plaintiff, Ida Gomez Llanos, demands trial of this matter by jury.
13 The amount demanded exceeds \$25,000.00 (Government Code § 72055).

14
15 Dated: November 15, 2019 SHEGERIAN & ASSOCIATES, INC.

16
17 By: 
18 Carney R. Shegerian, Esq.
19 Attorneys for Plaintiff,
20 IDA GÓMEZ LLANOS
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