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VALENTINA HOEVEN

Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

VALENTINA HOEVEN, individually,

Plaintiff,

v.

CONTRA COSTA COUNTY OFFICE OF THE
SHERIFF; and DOES 1 through 50, inclusive.

Defendants.

Case No. C25-00225

COMPLAINT FOR DAMAGES

1. Retaliation in Violation of FEHA (Government Code §12940, et seq.);
2. Retaliation in Violation of Labor Code §1102.5;
3. Retaliation in Violation of Labor Code § 98.6;
4. Gender/Sex Discrimination in Violation of FEHA (Government Code §12940, et seq.);
5. Race/Color/Ethnicity/National Origin Discrimination in Violation of FEHA (Cal. Gov. Code § 12940, et seq.);
6. Disability Discrimination in Violation of FEHA (Government Code §12940, et seq.);
7. Failure to Engage in Good Faith Interactive Process in Violation of FEHA (Government Code §12940, et seq.);
8. Failure to Provide Reasonable Accommodations in Violation of FEHA (Government Code §12940, et seq.);
9. Pregnancy Discrimination in Violation of PDL (Government Code § 12945, et seq.);
10. Failure to Reasonably Accommodate Pregnancy-Related Conditions in Violation of PDL (Government Code § 12945, et seq.);
11. Interference with Pregnancy Disability Leave
12. Retaliation and Interference in Violation of PDL, CFRA, and PWFA (Government Code §

SUMMONS ISSUED

- 12945.2 et seq.);
13. Failure to Prevent Discrimination and Harassment in Violation of FEHA (Government Code § 12940, et seq.);
14. Hostile Work Environment Harassment in Violation of FEHA (Government Code § 12940, et seq.);
15. Intentional Infliction of Emotional Distress

DEMAND FOR JURY TRIAL

1. Plaintiff VALENTINA HOEVEN (“Hoeven”) individually, brings this action against Defendants Contra Costa County Office of the Sheriff (“CCCSO”), and DOES 1 through 50, inclusive.

PARTIES

2. Plaintiff is, and at all times relevant to this action was, a resident of the City of Oakley, California. The events giving rise to this action arose in Martinez, California.

3. Plaintiff is informed and believes, and based thereon alleges, that Defendant CCCSO is a California municipal corporation and is authorized to do business in California.

4. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants Does 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known to Plaintiff.

5. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants Does 1 through 50 (“Does”), inclusive and each of them, are not known to Plaintiff at this time. Such Does are legally responsible for the events and happenings described herein and for the damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to set forth the true names and capacities of any such Does when they have been ascertained.

6. On information and belief, at all times mentioned herein, defendants, inclusive and each of them, including without limitation any Does, were acting in concert and participation with each other; were

1 joint participants and collaborators in the acts complained of; and were the agents and/or employees of one
2 another in doing the acts complained of herein, each acting within the course and scope of said agency
3 and/or employment.

4 7. CCCSO, and Does 1 through 50, inclusive, are collectively referred to hereafter as
5 “Defendants”.

6 ***JURISDICTION AND VENUE***

7 8. This Court has jurisdiction over Defendants because at all times relevant, they were
8 authorized to transact, and are transacting business in California.

9 9. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts,
10 events and omissions complained of herein occurred in Contra Costa County, California.

11 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

12 10. On or about January 24, 2025, Plaintiff obtained a Right to Sue Letter from the California
13 Civil Rights Department and Housing attached as Exhibit A.

14 ***GENERAL ALLEGATIONS***

15 11. Valentina Hoeven is a 32-year-old Russian woman who was hired by Contra Costa County
16 Office of the Sheriff (“CCCSO”) on February 23, 2021, as a Deputy Recruit.

17 12. Ms. Hoeven was promoted to Deputy Sheriff on September 24, 2021, and worked diligently
18 until her constructive termination on November 30, 2023.

19 13. On December 3, 2021, Ms. Hoeven was assigned to West County Detention Facility
20 (“WCDF”).

21 14. Around March 19, 2022, Ms. Hoeven gave her Sergeant, Donald Ryan (“Ryan”), a verbal
22 two-week notice, due to excessive overtime and health issues after contracting COVID-19 at WCDF.

23 15. On or around March 22, 2022, in speaking with Captain Douglas Muse (“Muse”), Ms.
24 Hoeven was informed that she did not have to medically retire, even though that was not what she was

1 requesting. Captain Muse told Ms. Hoeven that an assignment in Court Security services could provide her
2 with work-life balance, implying a woman needed a less strenuous and time-consuming job. Ms. Hoeven
3 told him that she would consider it.

4 16. On or around March 23, 2022, Ms. Hoeven met with Lieutenant Rossberg who informed
5 her that her re-assignment to Court Security would take time and it was not guaranteed, so Ms. Hoeven
6 informed Lieutenant Thomas Rossberg (“Rossberg”) that she wanted to proceed with her resignation due
7 to the excessive overtime and her ongoing health issues.

8 17. On or around March 23, 2022, Ms. Hoeven received a call from her academy Recruit
9 Training Office (“RTO”), Deputy Jill Schwinn (“Schwinn”). Deputy Schwinn asked Ms. Hoeven if she
10 was willing to work for the Recruitment unit until she could apply for Court Security. Ms. Hoeven
11 confirmed that she was willing to learn the new assignment with Recruitment.

12 18. On or around April 2, 2022, Ms. Hoeven started working in the Recruitment unit. During
13 this time, she experienced department-wide defamation that affected her ability to get promoted within the
14 agency. After Ms. Hoeven left WCDF for Recruitment, the command staff began to circulate rumors that
15 Ms. Hoeven was placed in a special assignment due to her “threatening to quit.”

16 19. Furthermore, Ms. Hoeven’s colleagues began to spread rumors about Ms. Hoeven based on
17 the fact that she is Russian. Ms. Hoeven’s mental health was also a subject of discussion. It was rumored
18 that she struggled with depression, that Ms. Hoeven was “soft” and unable to handle working in a jail. It
19 was also rumored that Ms. Hoeven did not like Law Enforcement. The rumors gave Ms. Hoeven a bad
20 reputation and compromised her career with CCCSO, as well as gave her a great deal of anxiety and stress.

21 20. Ms. Hoeven expressed her concern of these rumors with Lieutenant Bai, to which
22 Lieutenant Bai dismissed Ms. Hoeven’s concerns saying that people will always talk “shit” in this agency
23 and will never let anyone’s past “mistakes” go.

24 21. On July 5, 2022, Ms. Hoeven started working for Court Security Unit at CCCSO.

22. On July 21, 2022, Ms. Hoeven sent a memo to request bilingual pay due to her ability to

1 speak fluent Russian. However, she never received a response.

2 23. On July 28, 2023, Ms. Hoeven was verbally harassed by her male co-workers, Deputy Mark
3 Winther (“Winther”) and Deputy Christopher Boutte (“Boutte”) while at the shooting range. Deputy
4 Winther told Ms. Hoeven that she had “brain damage.” Then Deputy Boutte said, “I guess they are all like
5 that over there,” referring to her home country of Russia. Ms. Hoeven felt afraid to report this incident due
6 to the Deputies being friends with the Sergeants.

7 24. On July 28, 2023, Ms. Hoeven was injured at the shooting range. The following week, the
8 workers’ compensation doctor recommended her for light duty for approximately two weeks.

9 25. On August 24, 2023, Ms. Hoeven sent another memo to request bilingual pay request. She
10 was denied and was told the Russian language was not a commonly used language. Ms. Hoeven personally
11 knew a deputy who was paid for speaking Italian, also seemly not a commonly used language.

12 26. On August 28, 2023, Ms. Hoeven was called to Sergeant Craig Shepherd (“Shepherd”) and
13 Sergeant James Williams’ (“Williams”) office. She asked if she needed her union representative as per
14 protocol. Sergeant Shepherd said, “I don’t know, do you?” in an attempt to intimidate Ms. Hoeven.

15 27. During the August 28 meeting, Sergeant Shepherd and Sergeant Williams showed Ms.
16 Hoeven a video of Ms. Hoeven walking past a public gathering next to the courthouse that took place on
17 August 25, 2023. Sergeants Shepherd and Williams questioned why she did not respond to the scene. Ms.
18 Hoeven stated that she did not observe any disturbance, and she saw two Sergeants and two other Deputies
19 on scene. Sergeant Shepherd and Sergeant Williams informed Ms. Hoeven that later on they had
20 transmitted a notice over the radio regarding the public gathering. Ms. Hoeven did not hear the call and
21 stated that she was on her unpaid lunch break, which began at 12:00pm, and her radio was off. Officers
22 were not to respond to any calls during an unpaid lunch per their Memorandum of Understanding
23 (“MOU”).

24 28. On information and belief, Ms. Hoeven was not dispatched to this gathering on August 25,
2023. There was nothing transmitted over the radio regarding oversight of the public gathering.

1 29. On information and belief, the two Deputies that Ms. Hoeven passed as they were also
2 heading back to the office for lunch hour were not interrogated about their lack of reporting to the scene.

3 30. Immediately after this exchange, Ms. Hoeven contacted the Deputy Sheriffs' Association
4 ("DSA") office to request a union representative and she explained what was going on with the Union
5 President, Sergeant Shawn Welch ("Welch").

6 31. Based on Ms. Hoeven's alleged wrongdoing, Sergeant Welch told Ms. Hoeven that she was
7 insubordinate and threatened that she would be fired. Sergeant Welch told her, "I do not represent Deputies
8 like you." He told Ms. Hoeven, "I am not going to stand in front of the board members and defend you".
9 When Ms. Hoeven tried asking him questions, Sergeant Welch said, "Did you hear what I said? I am not
10 on your side."

11 32. On September 2, 2023, Ms. Hoeven found out that she was pregnant. What followed was
12 pregnancy discrimination and retaliation, including Defendant's failure to provide adequate pregnancy
13 accommodations and leave.

14 33. On September 29, 2023, Ms. Hoeven told Lieutenant Sliger about her pregnancy and her
15 upcoming doctor's appointment. She mentioned the possibility of going on light duty.

16 34. On October 2, 2023, Ms. Hoeven received a doctor's recommendation to go on light duty.
17 She immediately submitted her work status to the personnel department and Lieutenant Sliger.

18 35. On October 3, 2023, Ms. Hoeven did not go to work at Court Security due to lack of a light
19 duty assignment. CCCSO Personnel Clerk, Emily Fernandez ("Fernandez"), from FMLA department
20 instructed Ms. Hoeven to stay home until she was reassigned. Ms. Hoeven was forced to use her own sick
21 time for that day and was not reimbursed for her sick time used.

22 36. On October 4, 2023, Ms. Hoeven was assigned to light duty in the Background
23 Investigations unit under Sergeant Chestnut. Ms. Hoeven was designated with tasks that she had been
24 doing for a year and a half prior to her modified duty. Prior to her assignment change, Ms. Hoeven was
allowed to perform these exact tasks from home during her overtime.

1 37. On October 19, 2023, as a form of pregnancy discrimination and retaliation, CCCSO denied
2 Ms. Hoeven's request to work from home. Ms. Hoeven asked Sergeant Chestnut if she could work from
3 home. Sergeant Chestnut told Ms. Hoeven he was not authorized to allow sworn peace officers to work
4 from home.

5 38. On October 19, 2023, Ms. Hoeven spoke to Sergeant Chestnut's office to talk about her
6 pregnancy accommodations. Ms. Hoeven requested to shift her schedule to earlier hours and to
7 occasionally work from home. Sergeant Chestnut told Ms. Hoeven that he did not think it was possible
8 because she was on modified duty. He instructed her to write an email and reference the Pregnancy
9 Workers Fairness Act ("PWFA"). However, Ms. Hoeven never received a response to her email. .

10 39. On October 23, 2023, Ms. Hoeven obtained a doctor's note restricting her from driving and
11 recommending working from home. Sergeant Chestnut stated that if she did not have a ride to work then
12 she was going to use her sick hours in order to comply with the doctor's recommendations. Ms. Hoeven
13 told Sergeant Chestnut that she did not have ride and had no choice but to stay home until she received any
14 updates on her accommodations.

15 40. On October 26, 2023, Ms. Hoeven had a Zoom meeting with Sheriff Director of Personnel
16 and Payroll, Hallie Wachowiak ("Wachowiak") and CCCSO's ADA Coordinator, Barbara Elliott
17 ("Elliott") to discuss her pregnancy accommodation requests. Ms. Elliott told Ms. Hoeven that the county
18 had very strict guidelines about working from home, and that it would not be possible.

19 41. As another form of retaliation and continued discrimination, on October 31, 2023, Ms.
20 Hoeven received an email from Sergeant Chestnut that stated he was removing Ms. Hoeven from his
21 Background Investigations unit and she was being assigned back to Court Security Unit. This was a full
22 duty assignment without the possibility of any modifications.

23 42. On November 1, 2023, Ms. Hoeven was still experiencing symptoms and was unable to
24 drive for long periods of time. Ms. Hoeven was placed off work until November 30, 2023. Ms. Hoeven
had no choice but to use all her sick time that she was saving to cover her maternity leave.

1 43. On November 8, 2023, Ms. Hoeven received an email from Sergeant Chestnut. He notified
2 Ms. Hoeven that she was running out of sick hours. Sergeant Chestnut asked Ms. Hoeven what kind of
3 paid time off she wanted to use for the remainder of her doctor-recommended restriction timeframe.
4 CCCSO continued to reject Ms. Hoeven's request for accommodations.

5 44. On November 8, 2023, Ms. Hoeven was involuntarily placed on Family and Medical Leave
6 Act ("FMLA") and Pregnancy Disability Leave ("PDL") running concurrently without her request or
7 consent. The department approved it without requesting any additional FMLA note from the doctor or
8 without explaining it to Ms. Hoeven. Ms. Hoeven's leave was backdated to October 23, 2023, when she
9 first provided a doctor's note and requested accommodations.

10 45. As a form of retaliation, on November 17, 2023, Sergeant Shepherd excluded Ms. Hoeven
11 from a vacation sign up email for 2024 so Ms. Hoeven did not have the opportunity to reserve any time off
12 for the next year.

13 46. As a result of Defendant's actions, Ms. Hoeven felt she had no choice but to leave her
14 employment with Defendant and sent notice of her immediate resignation on November 30, 2023.
15 Defendant constructively terminated Plaintiff on December 1, 2023.

16 47. As of result of Defendants' actions, Plaintiff suffered emotionally and psychologically from
17 the discrimination and harassment she endured. As a result of the hostile work environment and
18 discrimination, Plaintiff has suffered and continues to suffer embarrassment, humiliation, mental and
19 emotional pain and distress and discomfort.

20 ***FIRST CAUSE OF ACTION***

21 *Retaliation in Violation of FEHA*

22 *(Government Code §12940, et seq.)*

23 *(On Behalf of Plaintiff Against All Defendants)*

24 48. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this
Complaint.

1 49. At all relevant times, the California Fair Employment & Housing Act, sections 12940, et
2 seq., was in full force and effect, and binding on Defendants.

3 50. FEHA makes it an unlawful employment practice for an employer to retaliate against an
4 employee who has opposed a forbidden practice or filed a complaint against an employer or supervisor.
5 Government Code § 12940(h).

6 51. Government Code § 12940(h) provides in relevant part:

7 It is an unlawful employment practice . . . (h) For any employer, labor
8 organization, employment agency, or person to discharge, expel, or
9 otherwise discriminate against any person because the person has opposed
any practices forbidden under this part or because the person has filed a
complaint, testified, or assisted in any proceeding under this part.

10 52. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

11 53. Defendants retaliated against Plaintiff by denying bilingual pay, ignoring Plaintiff's
12 requests for bilingual pay, holding Plaintiff accountable for not responding to an incident when she had
13 not been dispatched to said incident, threatening to escalate her verbal warning to the next level, denying
14 Plaintiff the ability to work from home as a pregnancy accommodation when she was performing the exact
15 tasks from home in her previous overtime, declining Plaintiff's schedule change request as a pregnancy
16 accommodation, being removed from Sergeant Chestnut's unit, and being denied the ability to sign up for
17 vacation time.

18 54. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work
19 environment, and retaliation she was experiencing from other employees and supervisors alike. Plaintiff's
20 complaints included but were not limited to: complaining about her bilingual pay, complaining about the
21 harassment by Sergeant Welch to Sergeant Chestnut, complaining to Lieutenant Slinger about being
22 singled out and investigated after incident, Sergeant Chestnut complained to Lieutenant Slinger on
23 Plaintiff's behalf that she was refused the representation by the Sergeant Williams and Shepherd before
24 they told her about the disciplinary action. Plaintiff complained to Sergeant Chestnut, HR and ADA

1 coordinator that she did the same work from home in the past and wanted to do it again based on her
2 medical restrictions, in addition, Plaintiff referenced the PWFA every time she requested an
3 accommodation and complained.

4 55. Defendants retaliated against Plaintiff by constructively terminating her.

5 56. Plaintiff was harmed.

6 57. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

7 58. As a direct and proximate result of the above violations, Plaintiff has suffered damages in
8 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an
9 amount to be proven at trial.

10 59. The conduct of Defendants and each of them as described above was malicious, fraudulent,
11 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
12 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
13 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
14 Defendants.

15 ***SECOND CAUSE OF ACTION***

16 *Retaliation in Violation of Labor Code §1102.5, et seq.*

17 *(On Behalf of Plaintiff Against All Defendants)*

18 60. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this
19 Complaint.

20 61. At all relevant times, California Labor Code was in full force and effect, and binding on
21 Defendants.

22 62. Labor Code § 1102.5 makes it an unlawful for an employer to retaliate against an employee
23 who has for disclosing information the employee reasonable believes discloses a violation of state or
24 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

63. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work environment, and retaliation she was experiencing from other employees and superiors alike.

64. Defendants retaliated against Plaintiff by constructively terminating her.

65. Plaintiff was harmed.

66. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

67. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an amount to be proven at trial.

68. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

THIRD CAUSE OF ACTION

Retaliation in Violation of Labor Code § 98.6

(On Behalf of Plaintiff Against All Defendants)

69. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

70. Labor Code § 98.6 provides:

(a) A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee . . . because the employee . . . engaged in any conduct delineated in this chapter, including . . . Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee . . . or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

(b)(1) Any employee who is discharged, threatened with discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other manner discriminated against in the terms and conditions of his or

her employment because the employee engaged in any conduct delineated in this chapter, including . . . Chapter 5 (commencing with Section 1101) of Part 3 of Division 2 . . . shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer.

71. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

72. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work environment, and retaliation she was experiencing from other employees and superiors alike.

73. Defendants retaliated against Plaintiff by constructively terminating her.

74. Plaintiff was harmed.

75. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

76. Pursuant to Labor Code § 98.6(b)(3), Defendants are liable to Plaintiff for a civil penalty of ten thousand dollars (\$10,000) for each violation.

77. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

FOURTH CAUSE OF ACTION

Gender/Sex Discrimination in Violation of FEHA

(Government Code § 12940, et seq.)

(On Behalf of Plaintiff Against All Defendants)

78. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

79. Government Code § 12940(a) provides in relevant part:

It is an unlawful employment practice . . . (a) [f]or an employer, because of/ the . . . sex, gender . . . of any person . . . to discharge the person from employment . . . or to discrimination against the person in compensation or in terms, conditions, or privileges of employment.

1 80. Plaintiff is female.

2 81. Plaintiff was subjected to unwelcome gender discrimination.

3 82. Defendants was Plaintiff's employer, and Plaintiff was Defendants' employee.

4 83. Plaintiff was constantly harassed by male colleagues and superiors alike. This harassment
5 included ignoring and dismissing Plaintiff, removing her from vacation input, male superiors asking about
6 her boyfriend, lifestyle and father, being subjected to verbal harassment by male colleagues when she chose
7 to switch to a lighter vest at a shooting range.

8 84. Unlike her male colleagues, Plaintiff standing up for herself was deemed as
9 “insubordination” when Plaintiff was penalized for missing a notice over the radio, different than how male
10 colleagues would have not been questioned or called into the Sergeant’s office.

11 85. Throughout her employment, Plaintiff was afraid of complaining to Defendant’s about the
12 harassment and discrimination she received from male employees, for fear of being retaliated against and
13 harassed further and being known as a “rat”.

14 86. Plaintiff suffered harm when she was discriminated against by Defendants.

15 87. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

16 88. Under Government Code § 12940, Plaintiff is entitled to recover economic and
17 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's gender and
18 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees
19 and costs pursuant to Government Code § 12965.

20 89. As a result of Defendants’ discriminatory treatment Plaintiff suffered emotional distress and
21 felt humiliated, embarrassed, anxious, and depressed.

22 90. The conduct of Defendants and each of them as described above was malicious, fraudulent,
23 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
24 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful

1 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
2 Defendants.

3 ***FIFTH CAUSE OF ACTION***

4 *Race/Color/Ethnicity/National Origin Discrimination in Violation of FEHA*

5 *(Government Code § 12940, et seq.)*

6 *(On Behalf of Plaintiff Against All Defendants)*

7 91. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
8 forth in this Complaint.

9 92. Government Code § 12940(a) provides in relevant part:

10 It is an unlawful employment practice. . . (a) [f]or an employer, because of
11 the race . . . of any person . . . to discharge the person from employment . . .
12 or to discriminate against the person in compensation or in terms,
13 conditions, or privileges of employment.

12 93. Plaintiff was Defendant's employee and Defendants were Plaintiff's employer.

13 94. Defendant wrongfully discriminated against Plaintiff based on her national origin.

14 95. Plaintiff is Russian and, as an employee of Defendant, faced discrimination based on her
15 national origin and a hostile work environment during her time as an employee of Defendant.

16 96. Defendant knew or should have known of the discriminatory treatment Plaintiff suffered.

17 97. Defendant constructively terminated Plaintiff's employment.

18 98. Plaintiff believes and alleges that Plaintiff's national origin was a substantial and
19 determining factor in Defendant's decision to constructively terminate Plaintiff's employment.

20 99. Defendant's constructive termination of Plaintiff as alleged in this complaint constitutes an
21 unlawful employment practice in violation of Cal. Gov. Code § 12940(a).

22 100. As a direct, foreseeable, and proximate result of Defendant's discriminatory acts, Plaintiff
23 has suffered substantial losses in earnings and job benefits, and has suffered and continues to suffer
24 humiliation, embarrassment, mental and emotional distress, and discomfort, all to Plaintiff's damage in an

1 amount to be proven at trial.

2 101. The conduct of Defendant and each of them as described above was malicious, fraudulent,
3 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
4 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
5 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
6 Defendants.

7 ***SIXTH CAUSE OF ACTION***

8 *Disability Discrimination in Violation of FEHA*

9 *(Government Code § 12940, et seq.)*

10 *(On Behalf of Plaintiff Against All Defendants)*

11 102. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
12 forth in this Complaint.

13 103. Defendants were an employer subject to the FEHA, and Plaintiff was Defendants'
14 employee.

15 104. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

16 105. Defendants knew that Plaintiff had pregnancy-related disabilities that limited several major
17 life activities.

18 106. Defendants subjected Plaintiff to adverse employment action, including, but not limited to,
19 denying Plaintiff accommodations and denying Plaintiff access to CFRA, PDL, and PWFA.

20 107. Plaintiff's pregnancy-related disabilities were a substantial motivating reason for
21 Defendants' decision to deny Plaintiff accommodations and deny Plaintiff her legally protected maternity
22 leave under the law.

23 108. Plaintiff suffered harm and Defendants' conduct was a substantial factor in causing
24 Plaintiff's harm.

109. Under Government Code § 12940, Plaintiff is entitled to recover economic and noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code § 12965.

110. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

SEVENTH CAUSE OF ACTION

Failure to Engage in Good Faith Interactive Process in Violation of FEHA

(Government Code § 12940, et seq.)

(On Behalf of Plaintiff Against All Defendants)

111. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

112. Government Code § 12940(n) provides in relevant part:

It is an unlawful employment practice. . . (n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

113. California Code of Regulations, Title 2 § 11069 provides in relevant part:

(a) Interactive Process. When needed to identify or implement an effective, reasonable accommodation for an employee or applicant with a disability, the FEHA requires a timely, good faith, interactive process between an employer or other covered entity and an applicant, employee, or the individual's representative, with a known physical or mental disability or medical condition. Both the employer or other covered entity and the applicant, employee or the individual's representative shall exchange

1 essential information identified below without delay or obstruction of the
2 process.

3 114. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

4 115. Defendants knew that Plaintiff was a pregnant female.

5 116. Plaintiff was able to perform the essential job duties of Plaintiff's position.

6 117. Defendants refused to provide reasonable accommodations to Plaintiff and failed to engage
7 in a good faith interactive process. Instead, Defendants denied Plaintiff accommodations due to Plaintiff's
8 pregnancy and pregnancy related disability.

9 118. Plaintiff suffered harm when Defendants failed to engage in a good faith interactive process
10 with Plaintiff.

11 119. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

12 120. Under Government Code § 12940, Plaintiff is entitled to recover economic and
13 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and
14 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees
15 and costs pursuant to Government Code § 12965.

16 121. As a direct and proximate result of Defendants' unlawful acts alleged herein, Plaintiff has
17 suffered injury, including emotional injury, entitling her to compensatory damages in an amount to be
18 proven at trial.

19 122. The conduct of Defendants and each of them as described above was malicious, fraudulent,
20 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
21 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
22 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
23 Defendants.
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EIGHTH CAUSE OF ACTION

Failure to Provide Reasonable Accommodations in Violation of FEHA

(Government Code § 12940, et seq.)

(On Behalf of Plaintiff Against All Defendants)

123. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

124. Government Code § 12940(m)(1) provides in relevant part:

It is an unlawful employment practice. . . (m)(1) [f]or an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee.

125. California Code of Regulations, Title 2 § 11068 provides in relevant part:

(a) Affirmative Duty. An employer or other covered entity has an affirmative duty to make reasonable accommodation(s) for the disability of any individual applicant or employee if the employer or other covered entity knows of the disability, unless the employer or other covered entity can demonstrate, after engaging in the interactive process, that the accommodation would impose an undue hardship.

. . .

(e) Any and all reasonable accommodations. An employer or other covered entity is required to consider any and all reasonable accommodations of which it is aware or that are brought to its attention by the applicant or employee, except ones that create an undue hardship. The employer or other covered entity shall consider the preference of the applicant or employee to be accommodated but has the right to select and implement an accommodation that is effective for both the employee and the employer or other covered entity.

126. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

127. Defendants knew that Plaintiff was a pregnant female.

128. Plaintiff was able to perform the essential job duties of Plaintiff's position.

129. Defendants refused to provide reasonable accommodations to Plaintiff and failed to engage in a good faith interactive process. Instead, Defendants denied Plaintiff accommodations due to Plaintiff's pregnancy and pregnancy related disability.

130. Plaintiff was constructively terminated in violation of the Fair Employment and Housing

1 Act by Defendants due to Plaintiff's disability.

2 131. Plaintiff suffered harm.

3 132. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

4 133. As a direct and proximate result of Defendants' unlawful acts alleged herein, Plaintiff has
5 suffered injury, including emotional injury, entitling her to compensatory damages in an amount to be
6 proven at trial.

7 134. Under Government Code section 12940, Plaintiff is entitled to recover economic and
8 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and
9 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees
10 and costs pursuant to Government Code § 12965.

11 ***NINTH CAUSE OF ACTION***

12 *Pregnancy Discrimination in Violation of PDL*

13 *(Government Code § 12945(a), et seq.)*

14 *(On Behalf of Plaintiff Against All Defendants)*

15 135. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
16 forth in this Complaint.

17 136. Government Code section 12945 provides in relevant part:

18 It is an unlawful employment practice. . . (3)(A) [f]or an employer to refuse
19 to provide reasonable accommodation for an employee for a condition
related to pregnancy, childbirth, or a related medical condition...

20 137. At all times herein mentioned, Government Code § 12945, et seq. was in full force and
21 effect and binding upon Defendants, and each of them. These laws make it an unlawful employment
22 practice to discriminate against any employee on the basis of her pregnancy.

23 138. Defendants were an employer subject to the California Fair Employment and Housing Act
24 ("FEHA"). Pregnancy discrimination is a subset of sex discrimination under the FEHA.

1 139. Defendants were Plaintiff's employer.

2 140. At all relevant times, Plaintiff was a member of a protected class within the meaning of
3 FEHA because she was pregnant and or/had a condition related to pregnancy or childbirth.

4 141. Defendants subjected Plaintiff to adverse employment actions including, but not limited to,
5 denying Plaintiff a light duty assignment, forcing Plaintiff to use her own sick time for a pregnancy related
6 disability, denying Plaintiff her request to work from home, being removed from her current unit and
7 department while she was experiencing a pregnancy related disability and moved to a full duty assignment
8 without modifications.

9 142. Plaintiff was then involuntarily placed on FMLA and PDL running concurrently and
10 backdated without her consent or approval, leaving Plaintiff without the opportunity to have recovery and
11 baby bonding time after the birth.

12 143. Plaintiff was denied PWFA.

13 144. Throughout the period of Plaintiff's employment, Plaintiff was discriminated against by
14 reason of her pregnancy, and was subjected to harassment, discrimination and retaliation by Defendants.

15 145. As a result of Defendant's discriminatory treatment, Plaintiff suffered extreme emotional
16 distress during her pregnancy.

17 146. Such actions were in direct violation of Government Code Section 12940 and were done
18 with the intent of depriving Plaintiff of her rights to equal employment opportunity and for the purpose of
19 depriving Plaintiff of the benefits of her employment. In addition, Defendants retaliated against Plaintiff
20 when Plaintiff requested accommodations due to pregnancy related disabilities.

21 147. Defendants engaged in the aforementioned unlawful actions, including but not limited to
22 discrimination, harassment and retaliation on the basis of Plaintiff's pregnancy.

23 148. Plaintiff believes and alleges that Plaintiff's pregnancy was a substantial and determining
24 factor in Defendants' decision to deny Plaintiff accommodations and deny Plaintiff her legally protected

1 maternity leave under the law.

2 149. Defendants' actions as alleged in this complaint constitute an unlawful employment practice
3 in violation of Cal. Gov. Code § 12945(a).

4 150. As a direct, foreseeable, and proximate result of Defendants' discriminatory acts, Plaintiff
5 has suffered and continues to suffer substantial losses in earnings and job benefits, and has suffered and
6 continues to suffer humiliation, embarrassment, mental and emotional distress, and discomfort, all to
7 Plaintiff's damage in an amount to be proven at trial.

8 151. Under Government Code section 12945, Plaintiff is entitled to recover Plaintiff's economic
9 and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled to
10 reasonable attorney's fees and costs pursuant to Government Code section 12965.

11 152. The conduct of Defendants and each of them as described above was malicious, fraudulent,
12 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
13 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
14 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
15 Defendants.

16 ***TENTH CAUSE OF ACTION***

17 *Failure to Reasonably Accommodate Pregnancy-Related Conditions in Violation of PDL*

18 *(Government Code § 12945, et seq.)*

19 *(On Behalf of Plaintiff Against All Defendants)*

20 153. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
21 forth in this Complaint.

22 154. Government Code § 12945(a)(3)(A) provides that it is an unlawful employment practice:

23 “[f]or an employer to refuse to provide reasonable accommodation for an
24 employee for a condition related to pregnancy, childbirth, or a related
medical condition, if she so requests, with the advice of her health care
provider.”

1 155. Defendants were Plaintiff's employer subject to FEHA and Plaintiff was Defendants'
2 employee.

3 156. Plaintiff had pregnancy related disabilities that limited several major life activities.

4 157. Defendants knew that that Plaintiff had pregnancy related disabilities that limited several
5 major life activities.

6 158. Defendants refused to provide a reasonable accommodation to Plaintiff and failed to engage
7 in a good faith interactive process.

8 159. Plaintiff suffered harm when she was denied a reasonable accommodation by Defendants.

9 160. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

10 161. Under Government Code § 12940, Plaintiff is entitled to recover economic and
11 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and
12 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees
13 and costs pursuant to Government Code § 12965.

14 162. As a direct and proximate result of Defendants' unlawful acts alleged herein, Plaintiff has
15 suffered injury, including emotional injury, entitling her to compensatory damages in an amount to be
16 proven at trial.

17 163. The conduct of Defendants and each of them as described above was malicious, fraudulent,
18 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
19 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
20 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of
21 said Defendants.

22 ***ELEVENTH CAUSE OF ACTION***

23 *Interference with Pregnancy Disability Leave*

24 *(On Behalf of Plaintiff Against All Defendants)*

(Government Code § 12945.2, et seq.)

(On Behalf of Plaintiff Against All Defendants)

173. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

174. The CFRA requires employers to provide twelve (12) weeks of leave for any employee who has been employed by the company for over a year and has worked over 1,250 hours for the employer over the previous year for family medical leave. The CFRA also requires employers to return an employee who takes leave under the act to the same or comparable position at the conclusion of the employee's leave.

175. Defendants are employers as defined by the CFRA. Defendants have over 50 employees within a 75-mile radius of Plaintiff's work location. At the time of Plaintiff's request for leave, she had been employed by Defendants for over one year and had worked for Defendants for over 1,250 hours during the previous year.

176. In violation of the CFRA, Defendants and each of them retaliated and discriminated against Plaintiff by refusing to address the pregnancy related disability Plaintiff was experiencing causing Plaintiff the need to be placed on a medical leave for a serious health condition.

177. Plaintiff addressed the Pregnant Workers Fairness Act ("PWFA") on multiple occasions with Defendants. Defendants failed to take action and allow Plaintiff her rights under the PWFA.

178. In violation of CFRA, Defendants failed to inform Plaintiff of her rights under the law.

179. In violation of the PWFA, Defendants failed to inform Plaintiff of her rights under the law.

180. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an amount to be proven at trial.

181. Defendants' acts were malicious, oppressive, or fraudulent with intent to vex, injure, annoy, humiliate, and embarrass Plaintiff and in conscious disregard of the rights or safety of Plaintiff and

1 other employees of Defendants, and in furtherance of Defendants' ratification of the wrongful conduct of
2 the employees and managers of Defendants. Accordingly, Plaintiff is entitled to recover punitive damages
3 from Defendants.

4 ***THIRTEENTH CAUSE OF ACTION***

5 *Failure to Prevent Discrimination and Harassmen in Violation of FEHA*

6 *(Government Code § 12940, et seq.)*

7 *(On Behalf of Plaintiff Against All Defendants)*

8 182. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
9 forth in this Complaint.

10 183. Government Code section 12940(k) provides in relevant part:

11 It is an unlawful employment practice . . . (k) For an employer . . . to fail to
12 take all reasonable steps necessary to prevent discrimination and harassment
from occurring.

13 184. Defendants wrongfully failed to take all reasonable steps necessary to prevent harassment
14 and discrimination of Plaintiff based on her national origin, gender, and pregnancy status.

15 185. Plaintiff suffered and continues to suffer harm as a result of Defendant constructively
16 terminating Plaintiff.

17 186. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

18 187. As a direct and proximate result of the above violations, Plaintiff has suffered damages in
19 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an
20 amount to be proven at trial.

21 188. The conduct of Defendants and each of them as described above was malicious, fraudulent,
22 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
23 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
24 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
Defendants.

1 **FOURTEENTH CAUSE OF ACTION**

2 *Hostile Work Environment Harassment in Violation of FEHA*

3 *(Government Code § 12940, et seq.)*

4 *(On Behalf of Plaintiff Against All Defendants)*

5 189. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
6 forth in this Complaint.

7 190. Defendants, and each of them, either individually and/or through their agents, engaged in
8 the foregoing conduct, which constitutes a pattern and practice of hostile work environment harassment in
9 violation of Government Code § 12940(j), which provides that harassment of employees is an
10 unlawful employment practice.

11 191. Plaintiff endured harassing conduct by Defendants and/or Defendant's superiors and other
12 employees that took place in Plaintiff's immediate work environment.

13 192. Defendant knew or should have known of the harassing conduct as Plaintiff made numerous
14 complaints and the conduct occurred in front of Defendant's agents.

15 193. Plaintiff considered the work environment to be hostile or abusive towards people of
16 Russian descent, English as second language speakers, are female, or pregnant.

17 194. Defendants allowed an environment to exist where Plaintiff's colleagues spread department
18 wide defamation and rumors regarding Plaintiff's reassignment. Plaintiff's male colleagues harassed her
19 by asking if she had "brain damage" and making degrading remarks about Plaintiff's nationality. Plaintiff
20 was called "soft", and rumors spread to include defamatory remarks that she was struggling with
21 depression. Plaintiff was spoken to aggressively, was intimidated, and threatened by Sergeants regarding
22 an incident in which no disciplinary action was taken against Plaintiff.

23 195. Plaintiff's superiors and coworkers engaged in the conduct.

24 196. Defendants knew or should have known of the conduct and failed to take a corrective action

1 whatsoever, let alone immediate appropriate corrective action.

2 197. As a direct and proximate result of the above violations, Plaintiff has suffered damages in
3 the form of past and future wage losses, lost benefits, other pecuniary losses, and emotional distress in an
4 amount to be proven at trial.

5 198. The conduct of Defendants and each of them as described above was malicious, fraudulent,
6 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
7 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
8 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of
9 said Defendants.

10 ***FIFTEENTH CAUSE OF ACTION***

11 *Intentional Infliction of Emotional Distress*

12 *(On Behalf of Plaintiff Against All Defendants)*

13 199. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
14 forth in this Complaint.

15 200. Defendants' treatment of Plaintiff as discussed supra, exceeds the bounds of decency, is
16 intolerable within civilized community, and is therefore outrageous.

17 201. Defendant's actions, as discussed supra, were intended to cause Plaintiff to suffer the
18 resulting emotional distress.

19 202. Defendants succeeded in their attempt to cause Plaintiff to suffer extreme emotional distress
20 as indicated by the lingering anxiety and shame, and that are the direct and proximate results of Defendants'
21 conduct.

22 203. Plaintiff was harmed.

23 204. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

24 205. The conduct of Defendants as described above was malicious, fraudulent, or oppressive and

1 done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their
2 agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each other.
3 Consequently, Plaintiff is entitled to punitive damages against Defendants.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as
6 follows:

- 7 1. Compensatory damages including emotional distress damages and lost wages, benefits,
8 and interest in a sum according to proof;
9 2. Interest on judgment, including prejudgment interest, at the legal rate;
10 3. Punitive damages in a sum according to proof;
11 4. Attorney's fees and costs; and
12 5. For any further legal and equitable relief, the Court deems proper.

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14 Dated: January 24, 2025.

RATNER MOLINEAUX, LLP

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David S. Ratner
Shelley A. Molineaux
Attorneys for Plaintiff Valencia Hoeven
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