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 SAMANTHA BONAR

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
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**FOR THE COUNTY OF LOS ANGELES**

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SAMANTHA BONAR, an individual,

Plaintiff,

vs.

OCCIDENTAL COLLEGE, a California Corporation, JIM TRANQUADA, an individual, MARTY SHARKEY, an individual, and DOES 1 through 25, inclusive,

Defendants.

Case No. \_\_\_\_\_

**COMPLAINT FOR DAMAGES**

1. **DISCRIMINATION ON THE BASIS OF SEX/GENDER IN VIOLATION OF THE FEHA;**
2. **DISCRIMINATION ON THE BASIS OF AGE IN VIOLATION OF THE FEHA**
3. **RETALIATION FOR OPPOSING PRACTICES FORBIDDEN BY THE FEHA;**
4. **FAILURE TO PREVENT, INVESTIGATE, AND REMEDY DISCRIMINATION OR RETALIATION IN VIOLATION OF THE FEHA;**
5. **AIDING, ABETTING, INCITING, COMPELLING, OR COERCING ACTS FORBIDDEN BY THE FEHA;**
6. **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
7. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
8. **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;**
9. **VIOLATION OF CALIFORNIA FAIR PAY ACT, LABOR CODE § 1197.5;**
10. **FAILURE TO PAY TIMELY WAGES AT SEPARATION;**

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- 11. FAILURE TO TIMELY PAY ALL WAGES;**
  - 12. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
  - 13. UNFAIR AND UNLAWFUL BUSINESS PRACTICES;**
  - 14. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS.**
- DEMAND FOR JURY TRIAL.**

1 Plaintiff SAMANTHA BONAR (“PLAINTIFF”) brings this action as an individual and in a  
2 representative capacity against OCCIDENTAL COLLEGE (hereinafter “OCCIDENTAL,” “the  
3 College,” or “Oxy”), JIM TRANQUADA (“TRANQUADA”), MARTY SHARKEY  
4 (“SHARKEY”), and Does 1 through 25, inclusive, (OCCIDENTAL, TRANQUADA, SHARKEY,  
5 and Does 1 through 25 (collectively referred to as “DEFENDANTS”). PLAINTIFF complains and  
6 alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. The Superior Court of the State of California has jurisdiction over this action pursuant  
9 to California Constitution Article VI, section 10, which grants the Superior Court “original  
10 jurisdiction in all cases except those given by statute to other trial courts.”

11 2. The Superior Court of the State of California has jurisdiction in this matter because  
12 PLAINTIFF is a resident of the State of California. Moreover, upon information and belief, at least  
13 one of DEFENDANTS is a citizen of California, the alleged discriminatory acts and wrongful  
14 termination occurred in California, and significant relief is being sought against DEFENDANTS,  
15 whose violations of California employment laws form a significant basis for PLAINTIFF’S claims.  
16 Further, no federal question is at issue because the claims are based solely on California law and at  
17 least one DEFENDANT is a resident of, and/or regularly conducts business in the State of California,  
18 as well as its principal place of business is located within California.

19 3. Venue is proper in this judicial district and the County of Los Angeles, California  
20 because PLAINTIFF is a resident in the County of Los Angeles, PLAINTIFF performed work for  
21 DEFENDANTS in the County of Los Angeles, DEFENDANTS maintain offices and facilities and  
22 transact business in the County of Los Angeles, and DEFENDANTS’ illegal acts, which are the  
23 subject of this action, occurred in the County of Los Angeles. Thus, a substantial portion of the  
24 transactions and occurrences related to this action occurred in this county. Cal. Code Civ. Proc.  
25 § 395.

26 4. Prior to filing this action, PLAINTIFF timely exhausted her administrative remedies,  
27 by timely filing an administrative complaint with the Department of Fair Employment and Housing  
28 (“DFEH”) and receiving a DFEH right to sue letter on February 18, 2019.

**PARTIES**

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2           5.       PLAINTIFF is an individual who is, and at all times herein mentioned was, a resident  
3 of Los Angeles County, California.

4           6.       OCCIDENTAL is, and at all times mentioned in this Complaint was, a California  
5 corporation authorized to conduct and conducting business in Los Angeles County, California.  
6 OCCIDENTAL’S place of business, where the following causes of action took place, was and is in  
7 the County of Los Angeles, at 1600 Campus Road, Los Angeles, California. At all relevant times  
8 herein, OCCIDENTAL employed PLAINTIFF, within the meaning of California Government Code  
9 section 12926(d). Accordingly, this lawsuit is properly venued in the Los Angeles County Superior  
10 Court pursuant to California Government Code section 12965(b) and California Code of Civil  
11 Procedure section 395.

12           7.       PLAINTIFF is informed and believes TRANQUADA is, and at all times mentioned  
13 herein was, employed by OCCIDENTAL as Director of Communications and Community Relations.  
14 At all times known to PLAINTIFF, TRANQUADA has been a resident of Los Angeles County.

15           8.       PLAINTIFF is informed and believes SHARKEY is, and at all times mentioned  
16 herein was, employed by OCCIDENTAL. SHARKEY currently is employed as OCCIDENTAL’S  
17 Vice President for Marketing and Communications. At all times known to PLAINTIFF, SHARKEY  
18 has been a resident of Los Angeles County.

19           9.       The true names and capacities of DOES 1 through 25, inclusive (“DOES”), are  
20 unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under  
21 fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant  
22 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and  
23 that PLAINTIFF’S injuries and damages, as alleged herein, were proximately caused by the conduct  
24 of such DOE defendants. PLAINTIFF will seek leave of the court to amend this complaint to allege  
25 the true names and capacities of such DOE defendants when ascertained.

26           10.      At all relevant times herein, OCCIDENTAL employed PLAINTIFF, within the  
27 meaning of California Government Code section 12926(d) and California Labor Code section  
28 1197.5. Accordingly, this lawsuit is properly venued in the Los Angeles County Superior Court

1 pursuant to California Government Code section 12965(b) and California Code of Civil Procedure  
2 section 395.

3 11. All DEFENDANTS compelled, coerced, aided, and/or abetted the discrimination  
4 alleged in this Complaint, which conduct is prohibited under California Government Code section  
5 12940(i). All DEFENDANTS were responsible for the events and damages alleged herein, including  
6 on the following bases: (a) DEFENDANTS committed the acts alleged; and/or (b) at all relevant  
7 times, one or more of the DEFENDANTS was the agent or employee, and/or acted under the control  
8 or supervision of, one or more of the remaining DEFENDANTS and, in committing the acts alleged,  
9 acted within the course and scope of such agency and employment and/or is or are otherwise liable  
10 for PLAINTIFF'S damages. All actions of all DEFENDANTS were taken by employees,  
11 supervisors, executives, officers, and directors during employment with OCCIDENTAL, were taken  
12 on behalf of all DEFENDANTS, and were engaged in, authorized, ratified, and approved of by all  
13 other DEFENDANTS. Finally, at all relevant times mentioned herein, all DEFENDANTS acted as  
14 agents of all other DEFENDANTS in committing the acts alleged herein.

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

16 ***Overview of Plaintiff's Time at OCCIDENTAL:***

17 1. PLAINTIFF is a 49-year-old woman who attended OCCIDENTAL from 1986 to  
18 1990, graduating with a major in English and comparative literary studies and minors in women's  
19 studies and psychology.

20 2. In 2007, after working as a copy editor and staff writer at the Los Angeles Times for  
21 11 years, PLAINTIFF accepted an offer to return to her alma mater to become assistant director of  
22 Communications at OCCIDENTAL.

23 3. Following the departure of OCCIDENTAL'S then-associate director of  
24 Communications, PLAINTIFF was forced to assume the responsibilities of the associate director role  
25 on top of her duties as assistant director of Communications. Despite repeated requests for additional  
26 compensation and a title change commensurate with these additional job duties, PLAINTIFF's  
27 supervisors denied her requests.

28 4. At all times during her employment at OCCIDENTAL, PLAINTIFF satisfactorily

1 performed her duties and responsibilities as expected by DEFENDANTS, as reflected by her  
2 consistently positive performance evaluations.

3 **PLAINTIFF’S Protected Status and Activity**

4 ***Plaintiff Was Outspoken on Sex- and Gender-Based Violence at OCCIDENTAL, and a Public***  
5 ***Supporter of Multiple Title IX Lawsuits Against OCCIDENTAL:***

6 5. In its past, OCCIDENTAL had faced significant criticism for its handling of sex- and  
7 gender-based harassment and violence on campus. In response, OCCIDENTAL engaged Pepper  
8 Hamilton LLP to audit and assess its response processes. As part of that audit, PLAINTIFF was  
9 asked to participate in a focus group with Pepper Hamilton attorneys, to discuss issues with sex- and  
10 gender-based misconduct at OCCIDENTAL. PLAINTIFF shared concerns regarding the lack of  
11 women in senior positions at the College, and the apparent absence of women’s involvement in  
12 decision-making at OCCIDENTAL, including decisions pertaining to the way OCCIDENTAL  
13 responded to complaints of sex- and gender-based harassment and violence on campus. PLAINTIFF  
14 also addressed the tone and insensitivity of a school-wide email sent by OCCIDENTAL’S president,  
15 Jonathan Veitch, concerning complaints about the College’s handling of reported sexual assault on  
16 campus. PLAINTIFF is informed and believes the Pepper Hamilton attorneys present at the focus  
17 group shared PLAINTIFF’S comments with PLAINTIFF’S supervisor and OCCIDENTAL’S  
18 director of Marketing.

19 6. Shortly thereafter, two OCCIDENTAL professors, Danielle Dirks and Caroline  
20 Heldman, were involved in a federal action against OCCIDENTAL, alleging retaliation for  
21 supporting survivors of sex-based violence on campus. At the same time, OCCIDENTAL students—  
22 survivors of sex-based violence at OCCIDENTAL—filed a separate lawsuit, alleging the College  
23 failed to adequately investigate and address their complaints of sex-based violence on campus  
24 (collectively, the “Title IX Actions”). PLAINTIFF publicly supported the Title IX Actions.

25 7. PLAINTIFF’S candor at the focus group and outspokenness in favor of the Title IX  
26 Actions put her at odds with more senior members of OCCIDENTAL’S administration. For  
27 example, in one instance, PLAINTIFF’S direct supervisor, TRANQUADA, threatened PLAINTIFF  
28 with words to the effect of, “Be careful with Danielle [Dirks],” “I’d hate to see you get sucked into

1 this. If you get sucked all the way in, I don't see any way you could get out."

2 ***PLAINTIFF Complained About Inaccurate Statistics OCCIDENTAL Provided in Response to a***  
3 ***Survey Concerning Reports of Sexual Assault on Campus.***

4 8. Despite TRANQUADA's ominous warning, PLAINTIFF continued to pursue the  
5 truth about sex- and gender-based violence and oppose institutionalized sexism at Occidental. For  
6 example, OCCIDENTAL participated in a survey conducted by the Higher Education Data Sharing  
7 Consortium ("HEDS") regarding reports of sexual assault on campus. While in the process of  
8 preparing an article for OCCIDENTAL concerning the survey results, PLAINTIFF identified a  
9 discrepancy in one of the figures OCCIDENTAL reported to HEDS. Specifically, PLAINTIFF  
10 observed that OCCIDENTAL improperly adjusted the percentage of first-year students who reported  
11 sexual assaults, changing the 59% reflected in the raw survey data to just 44%. PLAINTIFF  
12 complained about the issue to TRANQUADA, noting it appeared to be an attempt by OCCIDENTAL  
13 to make itself look better than other schools participating in the survey. PLAINTIFF'S complaints  
14 were disregarded.

15 **DEFENDANTS' Adverse Employment Actions and Behavior**

16 ***PLAINTIFF Was Forced to Work Two Positions, Without Any Promotion or Raise:***

17 9. Within a couple months of PLAINTIFF'S hire, OCCIDENTAL created an associate  
18 director of Communications position. Unlike PLAINTIFF'S position—assistant director of  
19 Communications—the associate director role was intended to focus on media relations; specifically,  
20 responding to media queries and pitching stories about OCCIDENTAL to the media. Although  
21 PLAINTIFF applied for the associate director position, which was senior to hers and carried higher  
22 compensation, OCCIDENTAL hired a different person for the role.

23 10. When OCCIDENTAL'S associate director of Communications resigned from the  
24 College, instead of promoting PLAINTIFF to the vacant position, TRANQUADA instructed  
25 PLAINTIFF to assume the position's duties on top of her own responsibilities as assistant director.  
26 PLAINTIFF asked for additional compensation, given her expanded role, but TRANQUADA denied  
27 her request. TRANQUADA informed PLAINTIFF that after she had performed both the assistant  
28 director and associate director roles for six months, he could "present a case" for a title and salary

1 adjustment.

2 11. Following their initial conversation on the subject, PLAINTIFF again asked  
3 TRANQUADA for an adjustment to her title and compensation. TRANQUADA acknowledged he  
4 had not taken any action on PLAINTIFF'S request up to that point, but would do so.

5 12. After TRANQUADA's inaction, PLAINTIFF approached Richard Ledwin,  
6 OCCIDENTAL'S then-director of Human Resources, to ask for his help with obtaining a promotion  
7 and raise to reflect the additional duties she had been performing. Ledwin admitted it was the first  
8 time he had heard about PLAINTIFF'S concerns, confirming TRANQUADA had not, in fact,  
9 "present[ed] a case" for PLAINTIFF. Ledwin told PLAINTIFF he would have TRANQUADA  
10 rewrite her job description to reflect her current duties, and that he (Ledwin) would then assess  
11 whether PLAINTIFF'S job grade had changed. If so, PLAINTIFF would receive a pay adjustment.  
12 Over the course of the following months, PLAINTIFF followed up with TRANQUADA repeatedly  
13 regarding the status of her revised job description, and request for promotion and raise, to no avail.

14 13. Ultimately, PLAINTIFF learned OCCIDENTAL would not promote her or otherwise  
15 adjust her title, and would not give her a raise. Thus, PLAINTIFF was forced to continue performing  
16 the duties of two positions—including the associate director role that was senior to hers—without  
17 the title or pay commensurate with her work.

18 14. PLAINTIFF then contacted Ledwin to discuss OCCIDENTAL'S decision to deny her  
19 pay increase. During that conversation, PLAINTIFF shared that her male colleague, Dick Anderson,  
20 received a salary that was 25% higher than hers, although their duties were substantially similar.  
21 PLAINTIFF—recalling TRANQUADA'S warning about PLAINTIFF'S association with Professor  
22 Dirks—also told Ledwin that she sought his assistance because she feared TRANQUADA and Brett  
23 Schraeder ("SCHRAEDER") were intentionally not helping her make a case for a promotion and  
24 pay raise in retaliation for her support for Professor Dirks and the Title IX Actions. PLAINTIFF is  
25 informed and believes no action was taken in response to her complaint to Ledwin.

26 15. Later, PLAINTIFF again sought TRANQUADA and SCHRAEDER'S help with  
27 obtaining a promotion and raise. Although both continued to state they would support PLAINTIFF,  
28 TRANQUADA and SCHRAEDER merely strung her along with vague promises to "present a case"



1 and “go to bat” for her, without ever actually doing so. In fact, since PLAINTIFF’S participation in  
2 Pepper Hamilton’s focus group and public support for the Title IX Actions, the only purported  
3 “raises” PLAINTIFF received were cost-of-living adjustments of, at most, 2%. PLAINTIFF is  
4 informed and believes her outspokenness on the subject of sex-based violence at OCCIDENTAL  
5 and support for the Title IX Actions were the reason for TRANQUADA and SCHRAEDER’S failure  
6 or refusal to assist her with obtaining a promotion and raise, and OCCIDENTAL’S failure to promote  
7 her or compensate her fairly for her work.

8 ***OCCIDENTAL Hired SHARKEY to Lead its Communications Department, and He Continued***  
9 ***the Discriminatory Actions Against PLAINTIFF:***

10 16. Around June 2015, OCCIDENTAL hired Marty Sharkey, a male, as its associate vice  
11 president of Marketing and Communications. Upon information and belief, although the position  
12 for which SHARKEY applied initially was titled and classified “Director of Marketing,” at the  
13 insistence of President Veitch, SHARKEY received a promotion to associate vice president, and a  
14 corresponding substantial pay increase, before he even joined the College. Meanwhile, PLAINTIFF,  
15 who had performed the work of two positions for several years at that point, still had not received  
16 any promotion or raise.

17 17. SHARKEY’S presence only worsened matters for PLAINTIFF and her female  
18 colleagues. By way of example, SHARKEY told them they had to conform to *his* (a man’s) way of  
19 carrying out their work. Also, within months of SHARKEY’S hire, two female colleagues  
20 approached him to complain about unequal compensation and advancement opportunities for women  
21 in OCCIDENTAL’S Communications department. SHARKEY dismissed their concerns, telling  
22 them to look elsewhere for work if they were unhappy with their roles and pay at OCCIDENTAL.  
23 Upon information and belief, several of PLAINTIFF’S female colleagues resigned due to  
24 SHARKEY’S dismissiveness toward their legitimate concerns of gender inequality.

25 18. When PLAINTIFF later approached SHARKEY again to ask about a promotion and  
26 raise, SHARKEY refused PLAINTIFF’S request and told her he considered the discussion “over.”  
27 Consequently, for the remainder of PLAINTIFF’S employment at OCCIDENTAL, she continued to  
28 earn a salary that did not reflect the work she performed, and that was substantially below her male

1 colleague who performed substantially similar work.

2 19. During a subsequent conversation, PLAINTIFF suggested that SHARKEY simply  
3 change her title to associate director, to reflect the additional duties she performed on top of those as  
4 assistant director of Communications. SHARKEY told PLAINTIFF it was “impossible” to do so.  
5 Yet, in February 2018, SHARKEY hired a new associate director who was 10 years younger than  
6 PLAINTIFF and had less experience in the area of communications. PLAINTIFF is informed and  
7 believes SHARKEY’S true reason for refusing to promote PLAINTIFF was her age and her  
8 outspokenness regarding pay inequity and institutionalized sexism at Occidental.

9 ***PLAINTIFF Complained to Human Resources Regarding Gender Bias, but OCCIDENTAL***  
10 ***Failed to Take Any Action to Investigate.***

11 20. In May 2017, TRANQUADA presented PLAINTIFF with her written performance  
12 evaluation. In it, TRANQUADA described how PLAINTIFF held “strong opinions” and was “not  
13 afraid to express them,” which he noted was “usually more of a male thing.” In other words,  
14 TRANQUADA criticized PLAINTIFF’S job performance on the basis that she was not acting  
15 “ladylike” enough, but instead dared to voice her opinions in the workplace.

16 21. PLAINTIFF promptly reported TRANQUADA’S comment to OCCIDENTAL’S  
17 Human Resources department, sharing “that both the written and oral comments [from her  
18 performance evaluation] reflect gender bias.” OCCIDENTAL failed to investigate the matter.

19 22. The following year, in PLAINTIFF’S June 2018 performance evaluation,  
20 TRANQUADA commented again on PLAINTIFF’S communication style, expressing how, in the  
21 previous year, PLAINTIFF’S “critiques of her colleagues [sic] work had come across as  
22 unnecessarily blunt and even harsh, which had a negative impact on the functioning of the OMC  
23 team.” Once again, PLAINTIFF complained to Human Resources about the gender bias reflected in  
24 these comments, and once again, Human Resources took no steps to investigate.

25 ***PLAINTIFF Was Constructively Terminated, and Then Blacklisted, by OCCIDENTAL.***

26 23. By August 2018, PLAINTIFF no longer could tolerate OCCIDENTAL’S  
27 discriminatory and retaliatory practices, the ongoing failure to promote her or pay her fairly for the  
28 work she was doing, and the adverse treatment she experienced from her male supervisors on account

1 of their anti-female biases. Accordingly, PLAINTIFF resigned, and her last day of work was  
2 September 14, 2018.

3 24. At the insistence of OCCIDENTAL'S director of Human Resources, Danita Maxwell,  
4 PLAINTIFF participated in an exit interview prior to her departure. During that interview, Maxwell  
5 acknowledged that PLAINTIFF had not received fair compensation at OCCIDENTAL. Maxwell  
6 also asked if there was "anything illegal" PLAINTIFF wanted to tell her about. In response,  
7 PLAINTIFF yet again reported the gender bias she experienced in OCCIDENTAL'S  
8 Communications department. PLAINTIFF is informed and believes Maxwell (and by extension,  
9 OCCIDENTAL) did not take any steps to investigate that complaint, either.

10 25. Following PLAINTIFF'S unlawful separation, PLAINTIFF applied for multiple  
11 freelance writing and copyediting opportunities at OCCIDENTAL, each of which would have paid  
12 her approximately \$1,000 per month. OCCIDENTAL did not hire PLAINTIFF for any such  
13 opportunities, despite having the requisite skill, experience, and background to handle them  
14 successfully. PLAINTIFF subsequently learned that the reason she was not retained was because  
15 she had been "blacklisted" by SHARKEY.

16 26. As a consequence of DEFENDANTS' conduct, PLAINTIFF has had to employ  
17 attorneys to prosecute this action, and has therefore incurred costs and attorneys' fees necessary to  
18 pursue this action.

19 **FIRST CAUSE OF ACTION**

20 **Discrimination on the Basis of Sex/Gender**

21 **(Cal. Gov't Code § 12940(a))**

22 **(Against OCCIDENTAL and DOES 1 to 25)**

23 27. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and  
24 every allegation set forth above.

25 28. California's Fair Employment and Housing Act (the "FEHA") provides that "the  
26 opportunity to seek, obtain, and hold employment without discrimination because of ... race,  
27 religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
28 condition, ... marital status, sex, gender, gender identity... age, ... is hereby recognized as and

1 declared to be a civil right.” Cal. Gov’t Code §§ 12921(a), 12940(a).

2 29. The purpose of the FEHA is to protect and safeguard the right and opportunity of all  
3 persons to seek, obtain, and hold employment without discrimination or abridgment on the account  
4 of, *inter alia*, a person’s sex or gender. The FEHA recognizes that the practice of denying  
5 employment opportunities and discriminating in terms of employment substantially and adversely  
6 affects the interest of employees, employers, and the public in general. *See* Cal. Gov’t Code § 12920.

7 30. At all relevant times herein, PLAINTIFF was an “employee” covered by the FEHA,  
8 who satisfactorily performed her duties and responsibilities as expected by OCCIDENTAL.

9 31. The FEHA makes it an unlawful employment practice for an employer to  
10 discriminate against an employee “in terms, conditions, or privileges of employment” on the basis  
11 of the employee’s sex or gender. Cal. Gov’t Code § 12940(a).

12 32. PLAINTIFF is a woman and therefore is a member of a protected class within the  
13 meaning of the FEHA and is entitled to its guarantees of full and equal access to employment. *Id.*

14 33. PLAINTIFF’S sex, gender, and/or other characteristic(s) protected by the FEHA,  
15 California Government Code sections 12900 *et seq.*, were motivating factors in OCCIDENTAL’S  
16 decision not to promote PLAINTIFF or give PLAINTIFF a raise commensurate with the work she  
17 performed, and/or to take other adverse job actions against PLAINTIFF.

18 34. At all relevant times herein, OCCIDENTAL, by and through its agents, knowingly  
19 discriminated against PLAINTIFF on the basis of PLAINTIFF’S gender by favoring male  
20 employees in the terms and conditions of their employment, including compensating male  
21 employees with higher salaries than PLAINTIFF, and by establishing different working conditions  
22 for PLAINTIFF than her male colleagues, as alleged herein and above.

23 35. OCCIDENTAL’S conduct, as alleged herein, violated the FEHA, and  
24 OCCIDENTAL committed unlawful employment practice(s), including, without limitation, by  
25 materially affecting the terms and conditions of PLAINTIFF’S employment, culminating in the  
26 constructive termination of her employment, in whole or in part on the basis of PLAINTIFF’S sex,  
27 gender, and/or other protected characteristic(s), in violation of California Government Code section  
28 12940(a).

1 36. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF’S  
2 claim of discrimination. See *Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is  
3 not required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald*  
4 *v. Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

5 37. As a proximate result of OCCIDENTAL’S willful, knowing, and intentional  
6 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial  
7 losses of earnings and other employment benefits, and has suffered and continues to suffer  
8 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a  
9 sum according to proof.

10 38. PLAINTIFF has incurred and continues to incur legal expenses and attorneys’ fees.  
11 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover  
12 reasonable attorneys’ fees and costs (including expert costs) in an amount according to proof.

13 39. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and  
14 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive  
15 amounting to malice, and in conscious disregard of PLAINTIFF’S rights. PLAINTIFF is thus  
16 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

17 **SECOND CAUSE OF ACTION**

18 **Discrimination on the Basis of Age**

19 **(Cal. Gov’t Code § 12940(a))**

20 **(Against OCCIDENTAL and DOES 1 to 25)**

21 1. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and  
22 every allegation set forth above.

23 2. The FEHA makes it an unlawful employment practice for an employer to  
24 discriminate against an employee “in terms, conditions, or privileges of employment” on the basis  
25 of the employee’s age. Cal. Gov’t Code § 12940(a).

26 3. PLAINTIFF, at all times relevant herein, was over the age of 40, and therefore is a  
27 member of a protected class within the meaning of the FEHA and is entitled to its guarantees of  
28 full and equal access to employment. Cal. Gov’t Code § 12926(b).

1           4.       PLAINTIFF’S age and/or other characteristic(s) protected by the FEHA were  
2 motivating factors in OCCIDENTAL’S decision not to promote PLAINTIFF to associate director  
3 of Communications. Specifically, as alleged above, PLAINTIFF was denied a promotion to  
4 associate director of Communications, and was told such a promotion was “impossible;” however,  
5 OCCIDENTAL subsequently hired a less-qualified individual 10 years younger than PLAINTIFF  
6 to be the College’s associate director of Communications.

7           5.       As set forth herein and above, OCCIDENTAL discriminated against PLAINTIFF  
8 because of her age.

9           6.       OCCIDENTAL’S conduct, as alleged herein, violated the FEHA, and  
10 OCCIDENTAL committed unlawful employment practice(s), including, without limitation, by  
11 materially affecting the terms and conditions of PLAINTIFF’S employment, in whole or in part on  
12 the basis of PLAINTIFF’S sex, gender, and/or other protected characteristic(s), in violation of  
13 California Government Code section 12940(a).

14           7.       The doctrines of equitable tolling and continuing violations apply to PLAINTIFF’S  
15 claim of discrimination. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is  
16 not required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald*  
17 *v. Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

18           8.       As a proximate result of OCCIDENTAL’S willful, knowing, and intentional  
19 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial  
20 losses of earnings and other employment benefits, and has suffered and continues to suffer  
21 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a  
22 sum according to proof.

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

26           10.       OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and  
27 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive  
28

1 amounting to malice, and in conscious disregard of PLAINTIFF'S rights. PLAINTIFF is thus  
2 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

3 **THIRD CAUSE OF ACTION**

4 **Retaliation for Opposing Practices Forbidden by the FEHA**

5 **(Cal. Gov't Code § 12940(h))**

6 **(Against OCCIDENTAL and DOES 1 to 25)**

7 11. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
8 and every allegation set forth above.

9 12. At all times herein mentioned, the FEHA was in full force and effect and was  
10 binding on OCCIDENTAL. This statute requires OCCIDENTAL to refrain from retaliating  
11 against any employee for opposing practices forbidden by the FEHA or who asserts rights under  
12 the FEHA, including complaining of discrimination on the basis of gender, among other things.

13 13. OCCIDENTAL, through its agents and supervisors, took actions and made a  
14 number of comments to and about PLAINTIFF that exhibited discriminatory and retaliatory  
15 motivations, intentions, and consciousness.

16 14. As alleged herein and above, during PLAINTIFF'S employment with  
17 OCCIDENTAL, DEFENDANTS intentionally engaged in discrimination about which PLAINTIFF  
18 complained to DEFENDANTS, including complaints about not being promoted or given a raise  
19 because of her gender, and being retaliated against because of her protected statuses, as stated  
20 above.

21 15. The decision not to promote PLAINTIFF or give her a raise commensurate with her  
22 work was in retaliation for PLAINTIFF engaging in protected activity, including her complaints  
23 described above.

24 16. The doctrines of equitable tolling and continuing violations apply to PLAINTIFF'S  
25 claims of retaliation. *See Richards v. CH2M Hill, Inc.*, 26 Cal.4th 798 (2001) (an employee is not  
26 required to file a lawsuit the moment conditions become intolerable for the employee); *McDonald*  
27 *v. Antelope Valley Community College Dist.*, 45 Cal.4th 88 (2008).

28 17. As a proximate result of OCCIDENTAL'S willful, knowing, and intentional



1 retaliation against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial  
2 losses of earnings and other employment benefits, and has suffered and continues to suffer  
3 humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a  
4 sum according to proof.

5 18. PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.  
6 Pursuant to California Government Code section 12965(b), PLAINTIFF is entitled to recover  
7 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

8 19. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently,  
9 and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil  
10 motive amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF  
11 is thus entitled to punitive damages from OCCIDENTAL in an amount according to proof.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Prevent Discrimination or Retaliation in Violation of the FEHA**

14 **(Cal. Gov't Code § 12940(k))**

15 **(Against OCCIDENTAL and DOES 1 to 25)**

16 20. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and  
17 every allegation set forth above.

18 21. California law requires that employers "take reasonable steps to prevent and correct  
19 wrongful behavior, including but not limited to, discriminatory and retaliatory behavior in the  
20 workplace. *See* Cal. Gov't Code §12940(k). Pursuant to this statute, OCCIDENTAL was required  
21 to take all reasonable steps to prevent discrimination and retaliation based on PLAINTIFF'S sex,  
22 gender, and/or other protected characteristics.

23 22. During the course of PLAINTIFF'S employment, OCCIDENTAL failed to prevent  
24 TRANQUADA, SCHRAEDER, SHARKEY, and others from engaging in intentional actions that  
25 resulted in PLAINTIFF being treated less favorably because of PLAINTIFF'S protected statuses  
26 (*i.e.*, sex, gender, age, and/or other protected characteristics). During the course of PLAINTIFF'S  
27 employment, OCCIDENTAL failed to prevent TRANQUADA, SCHRAEDER, SHARKEY, and  
28 others from engaging in unjustified employment practices against PLAINTIFF.



1           23.     PLAINTIFF believes and, on that basis, alleges that her protected statuses and/or  
2 protected activity were substantial motivating factors in DEFENDANTS' discrimination and  
3 retaliation against her.

4           24.     OCCIDENTAL, through its agents and supervisors, made a number of comments to  
5 PLAINTIFF that exhibited discriminatory and retaliatory motivations, intentions, and  
6 consciousness.

7           25.     DEFENDANTS intentionally engaged in discrimination and retaliation based upon  
8 PLAINTIFF'S protected statuses, including sex, gender, age, /or other characteristic(s), about  
9 which PLAINTIFF complained to her supervisors and Human Resources.

10          26.     OCCIDENTAL was aware of a number of actions and comments to and about  
11 PLAINTIFF that constituted discrimination and retaliation present in PLAINTIFF'S workplace and  
12 under the control of OCCIDENTAL. Yet, OCCIDENTAL did not take immediate or corrective  
13 action to prevent further discrimination and/or retaliation in PLAINTIFF'S workplace.

14          27.     OCCIDENTAL knew, or reasonably should have known, of the other  
15 DEFENDANTS' unlawful discrimination and retaliation in the workplace, and that  
16 OCCIDENTAL should have restrained such other DEFENDANTS from engaging in unlawful  
17 discrimination and retaliation.

18          28.     As alleged herein and above, OCCIDENTAL violated California law by failing to  
19 take all reasonable steps necessary to prevent the discrimination and retaliation from occurring.  
20 *See* Cal. Gov't. Code § 12940(k).

21          29.     As a proximate result of OCCIDENTAL'S willful, knowing, and intentional failure  
22 to prevent, investigate, or remedy discrimination and retaliation against PLAINTIFF, PLAINTIFF  
23 has sustained and continues to sustain substantial losses of earnings and other employment benefits,  
24 and has suffered and continues to suffer humiliation, emotional distress, and physical and mental  
25 pain and anguish, all to her damage in a sum according to proof.

26          30.     PLAINTIFF has incurred and continues to incur legal expenses and attorneys' fees.  
27 Pursuant to California Government Code Section 12965(b), PLAINTIFF is entitled to recover  
28 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.



1 38. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently, and  
2 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive  
3 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus  
4 entitled to punitive damages from DEFENDANTS in an amount according to proof.

5 **SIXTH CAUSE OF ACTION**

6 **Whistleblower Retaliation**

7 **(Cal. Lab. Code § 1102.5)**

8 **(Against All DEFENDANTS and DOES 1 to 25)**

9 39. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
10 and every allegation set forth above.

11 40. At all relevant times, California Labor Code section 1102.5 was in effect and was  
12 binding on DEFENDANTS. California law prohibits DEFENDANTS from retaliating against any  
13 employee for raising complaints of illegality. "An employer, or any person acting on behalf of the  
14 employer, shall not retaliate against an employee for disclosing information... if the employee has  
15 reasonable cause to believe that the information discloses a violation of state or federal statute, or a  
16 violation of or noncompliance with a local, state, or federal rule or regulation...." Cal. Lab. Code §  
17 1102.5(b).

18 41. At all relevant times, an employer is responsible for the acts of its managers,  
19 officers, agents, and employees. *See* Cal. Lab. Code § 1104(b).

20 42. As alleged herein and above, PLAINTIFF engaged in activity protected by the  
21 FEHA and the California Labor Code when PLAINTIFF reported complaints of discrimination  
22 based on her gender and/or sex, including concerns of gender pay equity and gender bias. In  
23 response, DEFENDANTS retaliated against PLAINTIFF by taking adverse employment actions,  
24 including refusing to promote PLAINTIFF or increase PLAINTIFF'S compensation commensurate  
25 with her job duties, discussed above.

26 43. As a proximate result of DEFENDANTS' willful, knowing, and intentional  
27 retaliation against PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial  
28 losses of earnings and other employment benefits, and has suffered and continues to suffer

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

3 44. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently,  
4 and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil  
5 motive amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF  
6 is thus entitled to punitive damages from DEFENDANTS in an amount according to proof.

7 **SEVENTH CAUSE OF ACTION**

8 **Intentional Infliction of Emotional Distress**

9 **(Against All DEFENDANTS and DOES 1 to 25)**

10 45. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
11 and every allegation set forth above.

12 46. A person intentionally inflicts emotional distress when he/she engages in extreme  
13 and outrageous conduct with either: (1) an intent to cause emotional distress; or (2) reckless  
14 disregard of the probability of causing emotional distress, and actually does cause severe emotional  
15 suffering. *See Hughes v. Pair*, 46 Cal.4th 1035, 1050 (2009).

16 47. DEFENDANTS owed PLAINTIFF a duty of care not to cause PLAINTIFF  
17 emotional distress.

18 48. As alleged herein and above, DEFENDANTS knowingly discriminated and  
19 retaliated against PLAINTIFF based on her sex and gender, and because she engaged in other  
20 protected activity.

21 49. DEFENDANTS caused PLAINTIFF severe and extreme emotional distress that  
22 exceeded the normal risks of the employment relationship, by conspiring against PLAINTIFF to  
23 deny her a promotion and pay raise, basing negative performance evaluations on inappropriate  
24 gender-based stereotypes, ultimately forcing her out of the work place and denying her ongoing  
25 sources of freelance work.

26 50. DEFENDANTS were aware that treating PLAINTIFF in the manner alleged above,  
27 including depriving PLAINTIFF of her livelihood, would devastate PLAINTIFF and cause her  
28 extreme hardship.

1 51. DEFENDANTS breached their duty to PLAINTIFF by way of their own conduct, as  
2 alleged herein and above.

3 52. PLAINTIFF is informed and believes and thereon alleges that such acts of  
4 DEFENDANTS were intentional, extreme, and outrageous. PLAINTIFF is further informed and  
5 believes, and thereon alleges, that such actions were done with the intent to cause serious  
6 emotional distress or with reckless disregard of the probability of causing PLAINTIFF serious  
7 emotional distress.

8 53. As a proximate result of DEFENDANTS' extreme and outrageous conduct,  
9 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and  
10 physical pain and anguish, all to her damage in a sum according to proof.

11 54. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently,  
12 and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil  
13 motive amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF  
14 is thus entitled to punitive damages from DEFENDANTS in an amount according to proof.

15 **EIGHTH CAUSE OF ACTION**

16 **Negligent Infliction of Emotional Distress**

17 **(Against All DEFENDANTS and DOES 1 to 25)**

18 55. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
19 and every allegation set forth above.

20 56. DEFENDANTS owed PLAINTIFF a duty of care not to cause PLAINTIFF  
21 emotional distress.

22 57. As alleged herein and above, DEFENDANTS breached their duty to PLAINTIFF by  
23 way of their own conduct, as alleged herein and above. Specifically, DEFENDANTS engaged in  
24 discriminatory and retaliatory actions against PLAINTIFF on the basis of her sex, gender, and age,  
25 and for having engaged in protected activity under the FEHA and Labor Code. DEFENDANTS'  
26 conduct was done in a careless or negligent manner, without consideration for the effect of such  
27 conduct upon PLAINTIFF'S emotional wellbeing.

28 58. DEFENDANTS knew, or should have known, that treating PLAINTIFF in the

1 manner alleged above, including depriving PLAINTIFF of her livelihood, would devastate  
2 PLAINTIFF and cause PLAINTIFF extreme hardship.

3 59. As a proximate result of DEFENDANTS' negligent conduct, PLAINTIFF has  
4 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and  
5 anguish, all to her damage in a sum according to proof.

6 60. DEFENDANTS committed the acts herein despicably, maliciously, fraudulently,  
7 and oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil  
8 motive amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF  
9 is thus entitled to punitive damages from DEFENDANTS in an amount according to proof.

10 **NINTH CAUSE OF ACTION**

11 **Violation of Equal Pay Act**

12 **(Cal. Lab. Code § 1197.5(a))**

13 **(Against OCCIDENTAL and DOES 1 to 25)**

14 61. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and  
15 every allegation set forth above.

16 62. At all relevant times, California Labor Code section 1197.5 was in effect and was  
17 binding on OCCIDENTAL. This statute prohibits OCCIDENTAL from paying any individual at a  
18 lower rate than employees of a different gender for substantially similar work, when viewed as a  
19 composite of skill, effort, and responsibility, performed under similar working conditions.

20 63. OCCIDENTAL violated California Labor Code section 1197.5 by failing to pay  
21 PLAINTIFF at the same rate as her male counterpart for substantially similar work, when viewed as  
22 a composite of skill, effort, and responsibility, performed under similar working conditions.  
23 Specifically, OCCIDENTAL paid a male employee approximately 25% more than PLAINTIFF,  
24 despite the fact that the two performed substantially similar work, and that, if anything, PLAINTIFF  
25 had greater responsibilities due to her assumption of both the assistant and associate director of  
26 Communications roles at OCCIDENTAL. OCCIDENTAL knew this to be the case, yet continued  
27 to fail to pay PLAINTIFF equal wages, which are due and owing.

28 64. As a proximate result of OCCIDENTAL'S willful, knowing, and intentional violation

1 of Labor Code section 1197.5, PLAINTIFF sustained substantial losses of earnings and employment  
2 benefits. PLAINTIFF is entitled to the balance of the wages, including interest, and an equal amount  
3 as liquidated damages. *See* Cal. Lab. Code § 1197.5(h).

4 65. Labor Code section 1197.5(k)(1) prevents employers from, “in any manner  
5 discriminat[ing] or retaliat[ing] against, any employee by reason of any action taken by the employee  
6 to invoke or assist in any manner the enforcement of [Labor Code section 1197.5]. As alleged herein,  
7 OCCIDENTAL discriminated and retaliated against PLAINTIFF for actions she took to attain pay  
8 equity in accordance with Labor Code section 1197.5.

9 66. Pursuant to Labor Code section 1197.5(k)(2) enables employees, such as  
10 PLAINTIFF, who have “been discharged, discriminated or retaliated against, in the terms and  
11 conditions of his or her employment because the employee engaged in any conduct delineated in”  
12 Labor Code section 1197.5, PLAINTIFF seeks to recover, among other things, “reimbursement for  
13 lost wages and work benefits caused by the acts of the employer, including interest thereon, as well  
14 as appropriate equitable relief.”

15 67. PLAINTIFF has incurred and continues to incur legal expenses and attorneys’ fees.  
16 Pursuant to Labor Code section 1197.5(h), PLAINTIFF is entitled to recover reasonable attorneys’  
17 fees and costs (including expert costs) in an amount according to proof.

18 68. OCCIDENTAL committed the acts herein despicably, maliciously, fraudulently, and  
19 oppressively, with the wrongful intention of injuring PLAINTIFF, from an improper and evil motive  
20 amounting to malice, and in conscious disregard of the rights of PLAINTIFF. PLAINTIFF is thus  
21 entitled to punitive damages from OCCIDENTAL in an amount according to proof.

22 **TENTH CAUSE OF ACTION**

23 **Failure to Pay Timely Wages at Separation**

24 **(Cal. Lab. Code §§ 201, 202, 203)**

25 **(Against OCCIDENTAL and DOES 1 to 25)**

26 69. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and  
27 every allegation set forth above.

28 70. At all relevant times herein, pursuant to California Labor Code sections 201 and

1 202, employers must pay all wages due upon termination and, if an employer terminates an  
2 employee, the employee’s wages are “due and payable immediately.” Cal. Lab. Code § 201.  
3 Pursuant to Labor Code section 202, employers are required to pay all wages due to an employee  
4 no later than 72 hours after the employee quits employment, unless the employee provided 72  
5 hours of notice of the intention to quit, in which case the employee is entitled to those wages at the  
6 time of quitting. Cal. Lab. Code § 202.

7 71. At all relevant times herein, Labor Code section 203 provides that “[i]f an employer  
8 willfully fails to pay... any wages of an employee who is discharged or who quits, the wages of the  
9 employee shall continue as a penalty from the due date thereof at the same rate until paid or until  
10 an action therefor is commenced; but the wages shall not continue for more than 30 days.” Cal.  
11 Lab. Code § 203.

12 72. At all relevant times herein, PLAINTIFF was entitled to, but did not receive, equal  
13 compensation to her male colleague who performed substantially similar work. Although these  
14 wages were due and owed to PLAINTIFF, she was not paid them when her employment at  
15 OCCIDENTAL ended.

16 73. As a result, when PLAINTIFF separated from employment with OCCIDENTAL,  
17 OCCIDENTAL willfully failed to pay all wages owed.

18 74. OCCIDENTAL’S conduct violates California Labor Code sections 201, 202, and  
19 203.

20 75. As a consequence of OCCIDENTAL’S willful conduct in not paying wages owed at  
21 the time of separation from employment, PLAINTIFF is entitled to 30 days’ worth of her average  
22 daily wages as a penalty under Labor Code section 203. *See Drumm v. Morningstar*, 695  
23 F.Supp.2d 1014 (N.D. Cal. 2010).

24 76. PLAINTIFF has been damaged in an amount according to proof at trial, and seeks all  
25 wages earned and due, penalties, interest, expenses, attorneys’ fees and costs of suit.

26  
27  
28



1 **ELEVENTH CAUSE OF ACTION**

2 **Failure to Timely Pay All Wages**

3 **(Cal. Lab. Code §§ 204 and 210)**

4 **(Against OCCIDENTAL and DOES 1 to 25)**

5 77. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
6 and every allegation set forth above.

7 78. At all times relevant herein, California Labor Code section 204 has provided that all  
8 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)  
9 days, inclusive, of any calendar month, other than those wages due upon termination of an  
10 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the  
11 month during which the labor was performed. Labor Code section 204 further provides that all  
12 wages earned by any person in any employment between the sixteenth (16th) and the last day,  
13 inclusive, of any calendar month, other than those wages due upon termination of an employee, are  
14 due and payable between the first (1st) and the tenth (10th) day of the following month. Cal. Lab.  
15 Code § 204(a).

16 79. At all relevant times, California Labor Code section 1197.5 prohibited  
17 OCCIDENTAL from paying any individual at a lower rate than employees of a different gender for  
18 substantially similar work, when viewed as a composite of skill, effort, and responsibility,  
19 performed under similar working conditions.

20 80. At all relevant times herein, OCCIDENTAL failed to pay PLAINTIFF all wages  
21 due by virtue of its failure to pay PLAINTIFF the same rate as her male counterpart for  
22 substantially similar work, when viewed as a composite of skill, effort, and responsibility,  
23 performed under similar working conditions. Thus, OCCIDENTAL failed to pay all wages owed  
24 to PLAINTIFF within the periods mandated by Labor Code section 204, thus violating Labor Code  
25 section 204.

26 81. PLAINTIFF has been damaged in an amount according to proof at trial, and seeks  
27 all wages earned and due, penalties, interest, expenses, attorneys' fees and costs of suit.  
28

1 **TWELFTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **(Cal. Lab. Code §§ 226(a), 226(e), 226.3)**

4 **(Against OCCIDENTAL and DOES 1 to 25)**

5 82. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
6 and every allegation set forth above.

7 83. At all relevant times herein, California Labor Code section 226 required employers  
8 to furnish each employee an accurate and itemized wage statement in writing that includes, but not  
9 limited to, gross wages earned. *See* Cal. Lab. Code § 226(a).

10 84. At all relevant times herein, OCCIDENTAL provided PLAINTIFF incomplete and  
11 inaccurate wage statements. Specifically, the wage statements OCCIDENTAL furnished to  
12 PLAINTIFF failed to accurately reflect the gross earnings to which PLAINTIFF was entitled by  
13 law.

14 85. At all relevant times herein, OCCIDENTAL'S failure to provide accurate itemized  
15 wage statements was a knowing and intentional act, in violation of the Labor Code. *See* Cal. Lab.  
16 Code §§ 226(a), 226(e), 226.3.

17 86. PLAINTIFF has been damaged in an amount according to proof at trial, and seek all  
18 wages earned and due, penalties, interest, attorneys' fees, expenses, and costs of suit.

19 **THIRTEENTH CAUSE OF ACTION**

20 **Unfair and Unlawful Business Practices**

21 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

22 **(Against OCCIDENTAL and DOES 1 to 25)**

23 87. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
24 and every allegation set forth above.

25 88. At all times herein, California Business & Professions Code provides that "person"  
26 shall mean and include "natural persons, corporations, firms, partnerships, joint stock companies,  
27 associations and other organizations of persons." Bus. & Prof. Code § 17201.

28 89. At all times herein, OCCIDENTAL'S conduct, as alleged herein, was unfair,

1 unlawful and harmful to PLAINTIFF, the general public, and OCCIDENTAL'S competitors.  
2 PLAINTIFF has suffered injury in fact and has lost money as a result of OCCIDENTAL'S  
3 unlawful business practices.

4 90. At all times herein, OCCIDENTAL'S activities, as alleged herein, violated  
5 California law, and constituted false, unfair, fraudulent and deceptive business acts and practices in  
6 violation of California Business & Professions Code sections 17200, *et seq.*

7 91. Each and every one of OCCIDENTAL'S acts and omissions in violation of the  
8 Labor Code, as alleged herein, including, but not limited to OCCIDENTAL'S failure to provide  
9 equal pay to PLAINTIFF, failure to pay PLAINTIFF all wages owed at the time of her separation;  
10 failure to timely pay PLAINTIFF all wages owed each month, and failure to furnish accurate wage  
11 statements, constituted an unfair and unlawful business practice under California Business &  
12 Professions Code sections 17200, *et seq.*

13 92. As a result of the violations of California law herein described, OCCIDENTAL  
14 unlawfully gained an unfair advantage over other businesses. PLAINTIFF has suffered pecuniary  
15 loss by OCCIDENTAL'S unlawful business acts and practices alleged herein.

16 93. Pursuant to California Business & Professions Code sections 17200 *et seq.*,  
17 PLAINTIFF is entitled to restitution of the wages withheld and retained by OCCIDENTAL during  
18 a period that commences four years prior to the filing of this complaint; a permanent injunction  
19 requiring OCCIDENTAL to pay all outstanding wages due to PLAINTIFF; an award of attorneys'  
20 fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and  
21 an award of costs.

22 **FOURTEENTH CAUSE OF ACTION**

23 **Intentional Interference With Prospective Economic Relations**

24 **(Against SHARKEY and DOES 1 to 25)**

25 94. PLAINTIFF incorporates by reference and realleges as if fully stated herein each  
26 and every allegation set forth above.

27 95. Even after PLAINTIFF'S unlawful separation, PLAINTIFF maintained a working  
28 relationship with individuals within OCCIDENTAL, in the hope of obtaining freelance writing and

1 copyediting opportunities from OCCIDENTAL, as is customary for former employees in  
2 OCCIDENTAL'S Communications Department.

3 96. PLAINTIFF is informed and believes SHARKEY was aware of PLAINTIFF'S  
4 intention to be a freelance writer and copy editor for OCCIDENTAL, and improperly prohibited  
5 PLAINTIFF from receiving any writing or copyediting assignments.

6 97. PLAINTIFF is informed and believes SHARKEY engaged in the foregoing conduct  
7 with the intention of disrupting PLAINTIFF'S ability to obtain freelance writing and editing  
8 opportunities from OCCIDENTAL, each of which would have paid PLAINTIFF approximately  
9 \$1,000 per month.

10 98. As a proximate result of SHARKEY'S intentional conduct, PLAINTIFF has  
11 sustained and continues to sustain loss of earnings from freelance writing opportunities at  
12 OCCIDENTAL, all to her damage in a sum according to proof.

13 **PRAYER FOR RELIEF**

14 Wherefore PLAINTIFF SAMANTHA BONAR respectfully prays for judgment and relief  
15 against DEFENDANTS OCCIDENTAL COLLEGE, JIM TRANQUADA, MARTY SHARKEY,  
16 and DOES 1 through 25, inclusive, and each of them, as follows:

17 1. For compensatory damages, including emotional distress damages, in an amount to  
18 be ascertained at trial;

19 2. For liquidated damages as permitted by law;

20 3. For punitive damages in an amount sufficient to punish or make an example of  
21 DEFENDANTS;

22 4. For all available injunctive, equitable and other relief, including remedies authorized  
23 by California Government Code section 12965(c), California Business and Professions Code section  
24 17203, and California Labor Code section 1197.5(k);

25 5. For "affirmative relief" as defined in California Government Code section 12926(a);

26 6. For restitution of all monies due to PLAINTIFF;

27 7. For all damages allowed by the California Labor Code, including all available  
28 penalties;

1           8.       For interest on the unpaid wages at 10% per annum pursuant to California Labor Code  
2 sections 218.6 and 1197.5, California Civil Code sections 3287, 3288, and/or any other applicable  
3 provision providing for pre-judgment interest;

4           9.       For reasonable attorneys' fees and costs, including expert costs;

5           10.      For declaratory relief; and

6           11.      For such further relief that the Court may deem just and proper.

7  
8 DATED: February 19, 2019

GUNN COBLE LLP

9  
10 By: 

Beth A. Gunn  
Catherine J. Coble  
David Z. Feingold

11  
12  
13 Attorneys for Plaintiff  
SAMANTHA BONAR

14  
15  
16 **DEMAND FOR JURY TRIAL**

17           PLAINTIFF SAMANTHA BONAR hereby demands a jury trial with respect to all issues  
18 triable of right by jury. The amount demanded exceeds \$25,000. Cal. Govt. Code § 72055.

19  
20 DATED: February 19, 2019

GUNN COBLE LLP

21  
22 By: 

Beth A. Gunn  
Catherine J. Coble  
David Z. Feingold

23  
24  
25 Attorneys for Plaintiff  
SAMANTHA BONAR