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Case Management Conference

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF TULARE – VISALIA COUNTY CIVIC CENTER**

10 BRENDA LUA, an individual,

11 Plaintiff,

12 vs.

13
14 HOUSING AUTHORITY OF TULARE
15 COUNTY, a public entity, and DOES 1
through 20, inclusive,

16 Defendants.

Case No. VCU289691

COMPLAINT FOR:

1. **Discrimination on the basis of disability (California Govt. Code §§12940, *et seq.*)**
2. **Failure to Reasonably Accommodate Disability (California Govt. Code §§12940, *et seq.*)**
3. **Failure to Engage in a Timely, Good Faith, Interactive Process (California Govt. Code §§12940, *et seq.*)**
4. **Retaliation (California Govt. Code §§12940, *et seq.*)**
5. **Failure to Prevent Discrimination and Retaliation (California Govt. Code §§12940, *et seq.*)**
6. **Violation of Labor Code §§ 230, *et seq.* (Protections for Victims of Domestic Violence)**
7. **Violation of California Labor Code §§ 2698, *et seq.* (PAGA)**

DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. Plaintiff BRENDA LUA (“LUA”) brings this action against Defendant HOUSING AUTHORITY OF TULARE COUNTY (“Housing Authority”), and DOES 1 through 20, inclusive (collectively, “Defendants” unless otherwise provided), seeking, among other things, statutory, compensatory, interests as allowed by law, costs, attorneys’ fees, and other appropriate and just relief due to Defendants’ unlawful conduct in violation of California Government Code §§ 12940 *et seq.*, the California Labor Code, and related damages, attorney’s fees, and equitable relief.

2. Defendants employed LUA as an Eligibility Clerk II until Defendants wrongfully terminated her employment in violation of the Fair Employment and Housing Act and California’s Labor Code by terminating her employment because of her disabilities and protected activities, because she was a victim of domestic violence, because of her leaves of absence, and because of her need for accommodations. On January 1, 2021, LUA was a victim of domestic violence and suffered physical and mental injuries. Her injuries caused her to be disabled and she needed a leave of absence. Defendants, however, refused to grant her the necessary leave of absence and wrongfully terminated LUA’s employment on April 1, 2021. Defendants also failed to accommodate LUA and failed to engage in the interactive process with her.

PARTIES AND THEIR AGENTS

3. At all relevant times herein, LUA was a resident and now is an individual residing in the County of Tulare, State of California.

4. At all relevant times herein, Defendant Housing Authority was and is a public entity, duly organized and existing under and by virtue of the laws of the State of California. Defendant Housing Authority is an employer as defined by the California Fair Employment and Housing Act (“FEHA”), California Government Code §§ 12926 and 12940, as it regularly employs five or more employees. Moreover, Defendant Housing Authority was and is an employer of LUA within the meaning of the California Labor Code. Defendant Housing Authority exercised control over the wages, hours and working conditions of LUA and supervised her work. Defendant Housing Authority suffered and permitted LUA to work.

5. At all relevant times herein, Defendant Housing Authority was an employer whose employees were and are engaged to work in the State of California.

6. The true names and capacities, whether corporate, associate, individual or otherwise of defendants DOES 1 through 20, inclusive, are unknown to LUA, who therefore sues said defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Each of the defendants designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings herein referred to and caused injuries and damages proximately thereby to LUA, as herein alleged. LUA will ask leave of court to amend this Complaint to show their names and capacities when the same have been ascertained.

7. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or defendants, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly, and severally.

JURISDICTION AND VENUE

8. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other trial courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. The California Superior Court has jurisdiction over Defendants because Defendant Housing Authority is a public entity, duly organized and existing under and by virtue of the laws of the State of California. Further, LUA resides in the State of California and the illegal conduct herein took place within the State of California.

10. Venue is proper in the County of Tulare because Defendants' unlawful practice and wrongful conduct, as alleged herein, occurred in said County and State and because LUA worked in said County and State. See Government Code § 12965(b).

JOINT LIABILITY

11. Unless otherwise indicated herein, each Defendant herein sued is the agent, co-conspirator, joint venture, partner, and/or employee of every other Defendant and, as alleged, has been acting within the course and scope of said agency, conspiracy, joint venture, partnership,

1 and/or employment, with the knowledge and/or consent of co-Defendants, and each of them.
2 Moreover, LUA is informed and believes and thereon alleges that each Defendant has authorized
3 and/or ratified the wrongful activities of each of the remaining Defendants and their agents.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 12. On July 21, 2021, LUA filed a timely complaint with the Department of Fair
6 Employment and Housing (“DFEH”) and received her right to sue letter. A true and correct copy
7 of the complaint and right-to-sue letter is attached herein as **EXHIBIT 1**.

8 13. On July 22, 2021, LUA filed a timely Claim for Damages with Defendants,
9 detailing the acts alleged herein. Defendants did not respond to the Claim for Damages. A true
10 and correct copy of the Claim for Damages is attached hereto as **EXHIBIT 2**.

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

12 1. Defendants employed LUA as an Eligibility Clerk II from November 18, 2019, to
13 April 1, 2021, when her employment was wrongfully terminated by Defendants.

14 2. LUA’s employment was terminated in violation of California law, including, but
15 not limited to California Government Code section 12940 *et seq.* as well as Labor Code sections
16 230, 230.1, 230.2, 230.5, 2698 *et seq.* LUA worked for Defendants from November 2019 until
17 April 2021 with little to no problems. She earned the trust and approval of her coworkers and her
18 supervisors.

19 3. On or around January 1, 2021, LUA was a victim of domestic violence and
20 suffered physical and mental injuries. LUA was injured and became physically and mentally
21 disabled. Specifically, LUA’s impairments temporarily limited her major life functions and/or
22 made certain major life activities difficult for LUA, including, but not limited to, working,
23 performing certain manual tasks, and concentrating.

24 4. On or around January 4, 2021, LUA’s doctor placed her on leave until January 11,
25 2021. LUA provided this doctor’s note to Defendants on the same date and requested a leave of
26 absence. Defendants approved LUA leave and she was placed on a protected leave of absence.

27 5. On or about January 7, 2021, LUA’s doctor extended her leave to January 25,
28 2021. LUA provided this doctor’s note to Defendants on the same date and requested an

1 extension of leave of absence. Defendants approved LUA's leave of absence and extended her
2 protected leave of absence.

3 6. On or about January 11, 2021, Amy Powel, Defendants' employee and FMLA
4 representative, emailed LUA domestic violence resource information and said "Your safety is of
5 utmost importance. Please take care of yourself. Don't hesitate to reach out to us if we can help."
6 LUA is informed and believes, and based thereon alleges, that Defendants had actual knowledge
7 that she was a victim of a crime or abuse. LUA is also informed and believes, and based thereon
8 alleges, that Defendants also had actual knowledge that she was a victim of domestic violence and
9 she was taking time off to seek medical attention, to obtain services from a domestic violence
10 program, to obtain psychological counseling, or to participate in safety planning.

11 7. On or about January 22, 2021, LUA completed her FMLA application and stated
12 on the form that the "probable duration of medical condition or need for treatment" is March 1,
13 2021.

14 8. On the same date, Defendants provided notice to LUA that her request for
15 FMLA/CFRA leave was approved and that she was granted forty-one (41) days of protected leave.
16 Defendants' notice stated that LUA's leave of absence pursuant to the FMLA/CFRA was set to
17 expire on March 26, 2021.

18 9. On or about January 23, 2021, LUA's doctor extended her leave to April 1, 2021.
19 LUA provided the note to Defendants.

20 10. On or about March 30, 2021, LUA's doctor extended her leave to April 12, 2021.

21 11. On or about March 31, 2021, LUA emailed the March 30, 2021 Note to Defendants
22 and said "I have attached the doctors [sic] note. I am truly sorry for what I am putting the company
23 through its [sic] not my intention. I am waiting for the doctor to call back to release me."

24 12. On April 1, 2021, the very next day, Defendants terminated LUA's employment.
25 Defendants' notice of termination stated it terminated LUA because she was unable to return to
26 work by March 26, 2021, when her FMLA/CFRA leave expired.

27 13. LUA is informed and believes, and based thereon alleges, that Defendants could
28 have accommodated her by granting her request for an additional 2 weeks of leave, that the

1 accommodations would not have imposed an undue hardship on Defendants, but in violation of
2 the FEHA and the Labor Code, Defendants failed to do so. Defendants failed and refused to
3 accommodate LUA and failed to engage in the interactive process with LUA and instead
4 discriminated against LUA based on her disabilities, requests for accommodation, need for
5 accommodation, and/or a combination of these protected characteristics and/or activities.
6 DEFENDANTS wrongfully terminated LUA'S employment.

7 14. Due to Defendants' wrongful conduct, LUA has suffered significant injuries,
8 emotional distress and economic damages, including but not limited to, loss of wages, loss of
9 futures wages, benefits, medical bills, and other damages assessed by an expert.

10 **FIRST CAUSE OF ACTION**

11 **Discrimination on the Basis of Disability**

12 **(Cal. Govt. Code §§12940, *et seq.*)**

13 **[Against all Defendants]**

14 15. LUA restates and incorporates by reference all above stated paragraphs as though
15 set forth herein.

16 16. FEHA requires Defendants to refrain from discriminating against employees on the
17 basis of disability or perceived disability, among others and to prevent discrimination on the basis
18 of disability or perceived disability from occurring.

19 17. As aforementioned herein, LUA was a member of the protect classes applicable
20 herein based on her disabilities and/or perceived disabilities, namely her physical and mental
21 disabilities caused by the January 1, 2021 domestic violence incident. Specifically, LUA's
22 impairments temporarily limited her major life functions and/or made certain major life activities
23 difficult for LUA, including, but not limited to, working, performing certain manual tasks, and
24 concentrating. Defendants were aware of LUA's medical conditions and disabilities.

25 18. At all times relevant hereto, LUA was performing competently and satisfactorily in
26 the position she held with Defendants or could have performed competently and satisfactorily with
27 reasonable accommodation.

1 19. LUA suffered the adverse employment actions of disability discrimination,
2 retaliation, failure to prevent discrimination, failure to accommodate, failure to engage in engage
3 in an interactive process, loss of gainful employment and related benefits, termination of
4 employment, and was harmed as result. Defendants' unlawful conduct alleged herein and above,
5 was a substantial factor in causing LUA's harm.

6 20. LUA is informed and believes, and based thereon alleges, that her disabilities or
7 perceived disabilities, leaves of absence, participation in protected activity, requesting
8 accommodation and/or some combination of these protected characteristics and/or activities were
9 substantial motivating reasons and/or factors in the decision to subject LUA to the aforementioned
10 adverse employment actions.

11 21. Said conduct violates the FEHA, and such violations were a proximate cause in
12 LUA's damages as stated below.

13 22. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
14 was damaged.

15 23. As a direct, foreseeable, and proximate result of the wrongful conduct of each
16 Defendant as herein alleged, LUA has suffered and continues to suffer emotional distress and
17 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
18 advancement, job benefits, additional amounts of money and other employment benefits which
19 LUA would have received had she not be subjected to unlawful and/or wrongful conduct, all to
20 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
21 trial.

22 24. As a further proximate result of Defendants' discriminatory actions against LUA,
23 as alleged hereinabove and below, LUA has been harmed in that she has suffered intangible loss
24 of such employment and employment-related opportunities and experience from her position and
25 lack of opportunities to perform duties and tasks within her lengthy experience and expertise,
26 without limitation.

27 25. LUA is informed and believes and thereon alleges that the above-alleged actions of
28 Defendants were the result and consequences of Defendants' failure to supervise, control, direct,

1 manage, and counsel those agents throughout LUA'S employment and that Defendants ratified,
2 condoned and/or encouraged the discriminatory behavior and enabled agents to believe that their
3 conduct was appropriate. By failing to stop the discrimination and retaliation, Defendants ratified
4 the discriminatory and retaliatory conduct which, in turn, directly caused a vicious cycle of
5 wrongful conduct with impunity.

6 26. As a direct and proximate result of Defendants' unlawful conduct, LUA has
7 suffered and continues to suffer general and special, economic and non-economic damages in an
8 amount to be proven at trial.

9 27. Indeed, LUA has been caused, and did suffer, continues to suffer severe and/or
10 permanent emotional distress and mental distress. Prior to the occurrences of the incidents, LUA
11 did not suffer from severe emotional distress or did not do so to the extent she currently does,
12 which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described
13 herein. The exact nature and extent of said injuries is presently unknown to LUA, who will pray
14 leave of court to assert the same when they are ascertained.

15 28. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
16 has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an
17 amount which is presently unknown. LUA will pray leave of court to show the exact amount of
18 said expenses at the time of trial.

19 29. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
20 has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings.
21 LUA will pray leave of court to show the total amount of monetary damages when ascertained
22 and/or at the time of trial.

23 30. By the acts and conduct of aforesaid Defendants, LUA was directly and legally
24 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
25 future earning capacity, medical and related expenses for care and procedures now and in the
26 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which LUA will seek leave
27 of court to amend when ascertained.

31. Pursuant to Government Code § 12965(b), LUA requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

32. The FEHA also provides remedies, including by not limited to, declaratory and injunctive relief, which LUA is entitled to as a result of aforesaid Defendants' unlawful conduct.

33. LUA has exhausted all applicable administrative remedies.

34. LUA has been damaged in an amount within the jurisdictional limits of the Court.

SECOND CAUSE OF ACTION

Failure to Accommodate Disability

(Cal. Govt. Code §§ 12940, *et seq.*)

[Against all Defendants]

35. LUA restates and incorporates by reference all above stated paragraphs as though set forth herein.

36. At all times relevant hereto, LUA was willing and able to perform the essential duties and functions of the position she held at Defendant Housing Authority, or could have performed the duties and functions of her position with reasonable accommodation. At no time would performance of the functions of the employment position, with a reasonable accommodation for LUA's disabilities, or disabilities as they were perceived by Defendants, have been a danger to LUA's or any other person's health or safety. Accommodation of LUA's disabilities, or disabilities as they were perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants failed and refused to accommodate LUA and failed to engage in the interactive process with LUA and instead discriminated against LUA.

37. Defendants discriminated, retaliated, did not engage in the interactive process with her after she requested an accommodation for her disabilities and did not accommodate her disabilities because of LUA's disabilities and/or perceived disabilities, because LUA requested accommodations, and because LUA took leaves of absence.

38. Defendants discriminated against LUA by failing to reasonably accommodate LUA for LUA's disabilities, or disabilities as they were perceived by Defendants, in violation of the

FEHA. The above said acts of Defendants constitute violations of the FEHA and violations of the public policy of the State of California.

39. As a result of Defendants' adverse actions, including failure to accommodate, failure to engage in the interactive process, discrimination, and retaliation, LUA was harmed. Defendants' adverse actions were a substantial factor in causing LUA'S harm.

40. Defendants' retaliatory actions against LUA, as alleged above, constituted unlawful conduct in employment on account of her disabilities, or perceived disabilities.

41. LUA is informed and believes and thereon alleges that Defendants' desire to avoid accommodating LUA was a motivating factor in the decisions of Defendants to discriminate against her and ultimately take adverse employment actions against her. Moreover, Defendants' refusal to accommodate LUA caused her to suffer additional injuries.

42. Said conduct violates the FEHA, and such violations were a proximate cause in LUA's damages as stated below.

43. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA was damaged.

44. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, LUA has suffered and continues to suffer emotional distress and anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity advancement, job benefits, additional amounts of money and other employment benefits which LUA would have received had she not be subjected to unlawful and/or wrongful conduct, all to her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at trial.

45. As a direct and proximate result of Defendants' unlawful conduct, LUA has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

46. Indeed, LUA has been caused, and did suffer, continues to suffer severe and/or permanent emotional distress and mental distress. Prior to the occurrences of the incidents, LUA did not suffer from severe emotional distress or did not do so to the extent she currently does,

1 which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described
2 herein. The exact nature and extent of said injuries is presently unknown to LUA, who will pray
3 leave of court to assert the same when they are ascertained.

4 47. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
5 has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an
6 amount which is presently unknown. LUA will pray leave of court to show the exact amount of
7 said expenses at the time of trial.

8 48. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
9 has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings.
10 LUA will pray leave of court to show the total amount of monetary damages when ascertained
11 and/or at the time of trial.

12 49. By the acts and conduct of aforesaid Defendants, LUA was directly and legally
13 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
14 future earning capacity, medical and related expenses for care and procedures now and in the
15 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which LUA will seek leave
16 of court to amend when ascertained.

17 50. Pursuant to Government Code § 12965(b), LUA requests a reasonable award of
18 attorneys' fees and costs, including expert fees pursuant to the FEHA.

19 51. The FEHA also provides remedies, including by not limited to, declaratory and
20 injunctive relief, which LUA is entitled to as a result of aforesaid Defendants' unlawful conduct.

21 52. LUA has exhausted all applicable administrative remedies.

22 53. LUA has been damaged in an amount within the jurisdictional limits of the Court.

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THIRD CAUSE OF ACTION

Failure to Engage in a Timely, Good Faith, Interactive Process with

Employee with a Disability

(Cal. Govt. Code §§ 12940, *et seq.*)

[Against all Defendants]

54. LUA restates and incorporates by reference all above stated paragraphs as though set forth herein.

55. At all times relevant hereto, LUA was willing and able to perform the essential duties and functions of the position she held at Defendant Housing Authority, or could have performed the duties and functions of her position with reasonable accommodation. At no time would performance of the functions of the employment position, with a reasonable accommodation for LUA's disabilities, or disabilities as they were perceived by Defendants, have been a danger to LUA's or any other person's health or safety. Accommodation of LUA's disabilities, or disabilities as they were perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants failed and refused to accommodate LUA and failed to engage in the interactive process with LUA and instead discriminated against LUA.

56. Defendants were aware of LUA's disabilities, as alleged above and herein and/or perceived her to be disabled. From the time LUA informed Defendants about her disabilities, Defendants failed and refused to engage LUA in a good faith interactive process and/or to accommodate her disabilities.

57. Defendants discriminated and retaliated against LUA, did not engage in the interactive process with her after she requested an accommodation for her disabilities and did not accommodate her disabilities because of LUA's disabilities and/or perceived disabilities, because LUA requested accommodations, because LUA took leaves of absence, and/or some combination of these protected characteristics.

58. Defendants' failure to engage with LUA in an interactive process, as alleged above, constitutes unlawful conduct in employment in violation of the FEHA.



1 59. Said conduct violates the FEHA, and such violations were a proximate cause in
2 LUA's damages as stated below.

3 60. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
4 was damaged.

5 61. As a direct, foreseeable, and proximate result of the wrongful conduct of each
6 Defendant as herein alleged, LUA has suffered and continues to suffer emotional distress and
7 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
8 advancement, job benefits, additional amounts of money and other employment benefits which
9 LUA would have received had she not be subjected to unlawful and/or wrongful conduct, all to
10 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
11 trial.

12 62. As a direct and proximate result of Defendants' unlawful conduct, LUA has
13 suffered and continues to suffer general and special, economic and non-economic damages in an
14 amount to be proven at trial.

15 63. Indeed, LUA has been caused, and did suffer, continues to suffer severe and/or
16 permanent emotional distress and mental distress. Prior to the occurrences of the incidents, LUA
17 did not suffer from severe emotional distress or did not do so to the extent she currently does,
18 which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described
19 herein. The exact nature and extent of said injuries is presently unknown to LUA, who will pray
20 leave of court to assert the same when they are ascertained.

21 64. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
22 has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an
23 amount which is presently unknown. LUA will pray leave of court to show the exact amount of
24 said expenses at the time of trial.

25 65. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
26 has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings.
27 LUA will pray leave of court to show the total amount of monetary damages when ascertained
28 and/or at the time of trial.

66. By the acts and conduct of aforesaid Defendants, LUA was directly and legally caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and future earning capacity, medical and related expenses for care and procedures now and in the future, attorneys' fees, and other pecuniary loss not yet ascertained, for which LUA will seek leave of court to amend when ascertained.

67. Pursuant to Government Code § 12965(b), LUA requests a reasonable award of attorneys' fees and costs, including expert fees pursuant to the FEHA.

68. The FEHA also provides remedies, including by not limited to, declaratory and injunctive relief, which LUA is entitled to as a result of aforesaid Defendants' unlawful conduct.

69. LUA has exhausted all applicable administrative remedies.

70. LUA has been damaged in an amount within the jurisdictional limits of the Court.

FOURTH CAUSE OF ACTION

Retaliation

(Cal. Govt. Code §12940, *et seq.*)

[Against all Defendants]

71. LUA restates and incorporates by reference all above stated paragraphs as though set forth herein.

72. Government Code § 12940(h) forbids an employer to retaliate against an employee for opposing unlawful discrimination and/or for engaging in protected activities.

73. As described hereinabove, the actions of Defendants constitute unlawful discrimination on the basis of disabilities or perceived disabilities as well as because LUA took leaves of absence.

74. LUA engaged in the protected conduct of requesting accommodations and taking leaves of absence.

75. LUA suffered the adverse employment actions of disability discrimination, retaliation, failure to investigate discrimination, failure to prevent discrimination, failure to accommodate, failure to engage in engage in an interactive process, loss of gainful employment



1 and related benefits, termination, and was harmed as result. Defendants' unlawful conduct alleged
2 herein and above, was a substantial factor in causing LUA's harm.

3 76. LUA is informed and believes, and based thereon alleges, that her disabilities
4 and/or perceived disabilities, participation in protected activity, requesting accommodation, taking
5 leaves of absence, and/or some combination of these protected characteristics and/or activities
6 were substantial motivating reasons and/or factors in the decision to subject LUA to the
7 aforementioned adverse employment actions.

8 77. Said conduct violates the FEHA, and such violations were a proximate cause in
9 LUA's damages as stated below.

10 78. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
11 was damaged.

12 79. As a direct, foreseeable, and proximate result of the wrongful conduct of each
13 Defendant as herein alleged, LUA has suffered and continues to suffer emotional distress and
14 anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity
15 advancement, job benefits, additional amounts of money and other employment benefits which
16 LUA would have received had she not be subjected to unlawful and/or wrongful conduct, all to
17 her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at
18 trial.

19 80. As a further proximate result of Defendants' discriminatory actions against LUA,
20 as alleged hereinabove and below, LUA has been harmed in that she has suffered intangible loss
21 of such employment and employment-related opportunities as experience from her position and
22 lack of opportunities to perform duties and tasks within her lengthy experience and expertise,
23 without limitation.

24 81. LUA is informed and believes and thereon alleges that the above-alleged actions of
25 Defendants were the result and consequences of Defendants' failure to supervise, control, direct,
26 manage, and counsel those agents throughout LUA's employment and that Defendants ratified,
27 condoned and/or encouraged the discriminatory behavior and enabled agents to believe that their
28 conduct was appropriate. By failing to stop the discrimination and retaliation, Defendants ratified

1 the discriminatory and retaliatory conduct which, in turn, directly caused a vicious cycle of
2 wrongful conduct with impunity.

3 82. As a direct and proximate result of Defendants' unlawful conduct, LUA has
4 suffered and continues to suffer general and special, economic and non-economic damages in an
5 amount to be proven at trial.

6 83. Indeed, LUA has been caused, and did suffer, continues to suffer severe and/or
7 permanent emotional distress and mental distress. Prior to the occurrences of the incidents, LUA
8 did not suffer from severe emotional distress or did not do so to the extent she currently does,
9 which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described
10 herein. The exact nature and extent of said injuries is presently unknown to LUA, who will pray
11 leave of court to assert the same when they are ascertained.

12 84. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
13 has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an
14 amount which is presently unknown. LUA will pray leave of court to show the exact amount of
15 said expenses at the time of trial.

16 85. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
17 has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings.
18 LUA will pray leave of court to show the total amount of monetary damages when ascertained
19 and/or at the time of trial.

20 86. By the acts and conduct of aforesaid Defendants, LUA was directly and legally
21 caused to suffer actual damages pursuant to Cal. Civil Code § 3333, including loss of earnings and
22 future earning capacity, medical and related expenses for care and procedures now and in the
23 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which LUA will seek leave
24 of court to amend when ascertained.

25 87. Pursuant to Government Code § 12965(b), LUA requests a reasonable award of
26 attorneys' fees and costs, including expert fees pursuant to the FEHA.

27 88. The FEHA also provides remedies, including by not limited to, declaratory and
28 injunctive relief, which LUA is entitled to as a result of aforesaid Defendants' unlawful conduct.

89. LUA has exhausted all applicable administrative remedies.

90. LUA has been damaged in an amount within the jurisdictional limits of the Court.

FIFTH CAUSE OF ACTION

Failure to Prevent Discrimination and Retaliation

(Cal. Govt. Code §§ 12940, *et seq.*)

[Against all Defendants]

91. LUA restates and incorporates by reference all above stated paragraphs as though set forth herein.

92. At all times hereto, the FEHA, including in particular Government Code § 12940(k) was in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants to take all reasonable steps necessary to prevent discrimination and retaliation from occurring. As alleged above, Defendants violated this subsection and breached their duty to take all reasonable steps necessary to prevent discrimination and retaliation from occurring, and failing to remedy the same.

93. Said conduct violates the FEHA, and such violations were a proximate cause in LUA's damages as stated below.

94. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA was damaged.

95. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, LUA has suffered and continues to suffer emotional distress and anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity advancement, job benefits, additional amounts of money and other employment benefits which LUA would have received had she not be subjected to unlawful and/or wrongful conduct, all to her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at trial.

96. As a further proximate result of Defendants' discriminatory actions against LUA, as alleged hereinabove and below, LUA has been harmed in that she has suffered intangible loss of such employment and employment-related opportunities as experience from her position and

1 lack of opportunities to perform duties and tasks within her lengthy experience and expertise,
2 without limitation.

3 97. LUA is informed and believes and thereon alleges that the above-alleged actions of
4 Defendants were the result and consequences of Defendants' failure to supervise, control, direct,
5 manage, and counsel those agents throughout LUA's employment and that Defendants ratified,
6 condoned and/or encouraged the discriminatory behavior and enabled agents to believe that their
7 conduct was appropriate. By failing to stop the discrimination and retaliation, Defendants ratified
8 the discriminatory and retaliatory conduct which, in turn, directly caused a vicious cycle of
9 wrongful conduct with impunity.

10 98. As a direct and proximate result of Defendants' unlawful conduct, LUA has
11 suffered and continues to suffer general and special, economic and non-economic damages in an
12 amount to be proven at trial.

13 99. Indeed, LUA has been caused, and did suffer, continues to suffer severe and/or
14 permanent emotional distress and mental distress. Prior to the occurrences of the incidents, LUA
15 did not suffer from severe emotional distress or did not do so to the extent she currently does,
16 which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described
17 herein. The exact nature and extent of said injuries is presently unknown to LUA, who will pray
18 leave of court to assert the same when they are ascertained.

19 100. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
20 has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an
21 amount which is presently unknown. LUA will pray leave of court to show the exact amount of
22 said expenses at the time of trial.

23 101. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
24 has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings.
25 LUA will pray leave of court to show the total amount of monetary damages when ascertained
26 and/or at the time of trial.

27 102. By the acts and conduct of aforesaid Defendants, LUA was directly and legally
28 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and

1 future earning capacity, medical and related expenses for care and procedures now and in the
2 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which LUA will seek leave
3 of court to amend when ascertained.

4 103. Pursuant to Government Code § 12965(b), LUA requests a reasonable award of
5 attorneys' fees and costs, including expert fees pursuant to the FEHA.

6 104. The FEHA also provides remedies, including by not limited to, declaratory and
7 injunctive relief, which LUA is entitled to as a result of aforesaid Defendants' unlawful conduct.

8 105. LUA has exhausted all applicable administrative remedies.

9 106. LUA has been damaged in an amount within the jurisdictional limits of the Court.

10 **SIXTH CAUSE OF ACTION**

11 **Violation of Labor Code §§ 230, *et seq.***

12 **(Protections for Victims of Domestic Violence)**

13 **[Against all Defendants]**

14 107. LUA restates and incorporates by reference all above stated paragraphs as though
15 set forth herein.

16 108. Section 230 of the California Labor Code prohibits discharge, discrimination, or
17 retaliation against employees seeking relief from domestic violence and/or who are victims of a
18 crime. Subsection (c) of Section 230 of the California Labor Code states that "[a]n employer shall
19 not discharge or in any manner discriminate or retaliate against an employee who is a victim for
20 taking time off from work to obtain or attempt to obtain any relief. Relief includes, but is not
21 limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure
22 the health, safety, or welfare of the victim or their child."

23 109. Section 230.1 (a) of the California Labor Code states: "[i]n addition to the
24 requirements and prohibitions imposed on employees pursuant to Section 230, an employer with
25 25 or more employees shall not discharge, or in any manner discriminate or retaliate against, an
26 employee who is a victim, for taking time off from work for any of the following purposes: (1) To
27 seek medical attention for injuries caused by crime or abuse; (2) To obtain services from a
28 domestic violence shelter, program, rape crisis center, or victim services organization or agency as

1 a result of the crime or abuse; (3) To obtain psychological counseling or mental health
2 services related to an experience of crime or abuse; (4) To participate in safety planning and take
3 other actions to increase safety from future crime or abuse, including temporary or permanent
4 relocation.

5 110. On or around January 1, 2021, LUA was a victim of domestic violence and
6 suffered physical and mental injuries. LUA was injured and became physically and mentally
7 disabled. LUA was a victim of domestic violence and she need time off from work to seek
8 medical attention, to obtain services from a domestic violence program, to obtain psychological
9 counseling, or to participate in safety planning. LUA needed time off from work to ensure the
10 health, safety or welfare of herself and/or of her children.

11 111. On or about January 11, 2021, Amy Powel, Defendants' employee and FMLA
12 representative, emailed LUA domestic violence resource information and said "Your safety is of
13 utmost importance. Please take care of yourself. Don't hesitate to reach out to us if we can help."
14 LUA is informed and believes, and based thereon alleges, that Defendants had actual knowledge
15 that she was a victim of a crime or abuse. LUA is also informed and believes, and based thereon
16 alleges, that Defendants also had actual knowledge that she was a victim of domestic violence and
17 she was taking time off to seek medical attention, to obtain services from a domestic violence
18 program, to obtain psychological counseling, or to participate in safety planning. Defendants had
19 notice that Plaintiff was a victim of domestic violence, that she needed time off from work
20 because she was a victim of domestic violence and/or that she needed time off from work to
21 ensure the health, safety or welfare of herself and/or of her children.

22 112. Plaintiff is informed and believes that Defendants willfully and/or reckless
23 indifference violated Labor Code sections 230 and 230.1 by discriminating and retaliating against
24 Plaintiff and terminating her employment for her status a victim of domestic violence, requesting
25 and time away from work due her status as a victim of domestic violence, and requesting medical
26 leave of absence as a related to her disability which resulted from her status as a victim of
27 domestic violence.

113. Said conduct violates the Labor Code, and such violations were a proximate cause in LUA's damages as stated below.

114. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA was damaged.

115. As a direct, foreseeable, and proximate result of the wrongful conduct of each Defendant as herein alleged, LUA has suffered and continues to suffer emotional distress and anguish, humiliation, medical expenses, anxiety, losses in salary/wages, advancement, opportunity advancement, job benefits, additional amounts of money and other employment benefits which LUA would have received had she not be subjected to unlawful and/or wrongful conduct, all to her damages in a sum within the jurisdiction of the Court to be ascertained according to proof at trial.

116. As a further proximate result of Defendants' discriminatory and retaliatory actions against LUA, as alleged hereinabove and below, LUA has been harmed in that she has suffered intangible loss of such employment and employment-related opportunities as experience from her position and lack of opportunities to perform duties and tasks within her lengthy experience and expertise, without limitation.

117. LUA is informed and believes and thereon alleges that the above-alleged actions of Defendants were the result and consequences of Defendants' failure to supervise, control, direct, manage, and counsel those agents throughout LUA's employment and that Defendants ratified, condoned and/or encouraged the discriminatory behavior and enabled agents to believe that their conduct was appropriate. By failing to stop the discrimination and retaliation, Defendants ratified the discriminatory and retaliatory conduct which, in turn, directly caused a vicious cycle of wrongful conduct with impunity.

118. As a direct and proximate result of Defendants' unlawful conduct, LUA has suffered and continues to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

119. Indeed, LUA has been caused, and did suffer, continues to suffer severe and/or permanent emotional distress and mental distress. Prior to the occurrences of the incidents, LUA

1 did not suffer from severe emotional distress or did not do so to the extent she currently does,
2 which was caused and/or exacerbated as a result of aforesaid Defendants' conduct, as described
3 herein. The exact nature and extent of said injuries is presently unknown to LUA, who will pray
4 leave of court to assert the same when they are ascertained.

5 120. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
6 has been forced and/or may be forced to incur expenses for medical care and/or treatment, all in an
7 amount which is presently unknown. LUA will pray leave of court to show the exact amount of
8 said expenses at the time of trial.

9 121. As a direct and legal result of the acts and omissions of aforesaid Defendants, LUA
10 has suffered and/or will suffer monetary damages, including but not limited to a loss of earnings.
11 LUA will pray leave of court to show the total amount of monetary damages when ascertained
12 and/or at the time of trial.

13 122. By the acts and conduct of aforesaid Defendants, LUA was directly and legally
14 caused to suffer actual damages pursuant to Civil Code § 3333, including loss of earnings and
15 future earning capacity, medical and related expenses for care and procedures now and in the
16 future, attorneys' fees, and other pecuniary loss not yet ascertained, for which LUA will seek leave
17 of court to amend when ascertained.

18 **SEVENTH CAUSE OF ACTION**

19 **Violation of Labor Code § 2698, *et seq.***

20 **(Alleged by Plaintiff, Individually, and on Behalf of the Aggrieved Employees Against All**
21 **Defendants)**

22 123. LUA restates and incorporates by reference all above stated paragraphs as though
23 set forth herein.

24 124. At all times herein set forth, PAGA was applicable to Plaintiff's employment with
25 Defendants.

26 125. At all times herein set forth, PAGA provides that any provision of law under the
27 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
28 for violations of the California Labor Code may, as an alternative, be recovered through a civil

1 action brought by an aggrieved employee on behalf of herself and other current or former
2 employees pursuant to procedures outlined in California Labor Code § 2699.3.

3 126. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
4 employee,” who is any person that was employed by the alleged violator and against whom one or
5 more of the alleged violations was committed.

6 127. Plaintiff was employed by Defendants and the alleged violation was committed
7 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff
8 and other similarly situated employees are “aggrieved employees” as defined by California Labor
9 Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of
10 the alleged violations were committed against them.

11 128. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
12 including Plaintiff, may pursuant a civil action arising under PAGA after the following
13 requirements have been met:

14 a. The aggrieved employee shall give written notice by online submission
15 (hereinafter “Employee’s Notice) to the Labor & Workforce Development Agency (hereinafter
16 “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations.

19 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
20 employer and the aggrieved employee by certified mail that it does not intend to investigate the
21 alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
22 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65)
23 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
24 commence a civil action pursuant to California Labor Code § 2699 to recovery civil penalties in
25 addition to any other penalties to which the employee may be entitled.

26 129. On July 21, 2021, LUA provided written notice by online submission to the LWDA
27 and by U.S. Certified Mail to Defendants of the specific provisions of the California Labor Code
28 alleged to have been violated, including the facts and theories to support the alleged violations. A

1 true and correct copy of LUA's PAGA notice is attached hereto as **EXHIBIT 3**. LUA has not
2 received an LWDA notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

3 130. Therefore, Plaintiff has satisfied the administrative prerequisites under California
4 Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies
5 authorized by the PAGA for violations of California Labor Code §§ 230, 231.1, and 230.2.

6 131. Defendants set the policies for, established, controlled, consented to, approved and/or
7 ratified the discharge, discrimination and retaliation of Plaintiff and other current and former
8 Aggrieved Employees in violation of the California Labor Code. Defendants failed to comply with
9 California Labor Code sections 230 *et seq.* by discriminating, retaliating and terminating her as
10 alleged above.

11 132. Plaintiff is entitled to recover these penalties for herself and other current or former
12 Aggrieved Employees through a civil action filed on her own behalf. These penalties are in addition
13 to all other remedies permitted by law.

14 133. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs pursuant
15 to California Labor Code section 2699(g)(1), which states, "Any employee who prevails in any
16 action shall be entitled to an award of reasonable attorneys' fees and costs."

17 **PRAYER FOR RELIEF**

18 WHEREFORE, LUA seeks judgment as follows where applicable on LUA's separately
19 stated Causes of Action:

20 1. Compensatory and special damages as set forth throughout the complaint according
21 to proof with prejudgment interest thereon to the extend allowable by law;

22 2. Damages for severe emotional distress, humiliation, grief, nervousness, worry,
23 sadness, anger, frustration, embarrassment, helplessness, stress, and related emotional and mental
24 anguish in an amount to be determined by the jury at the trial of this matter;

25 3. Damages for past loss of earnings, bonuses, and benefits, in spite of continuing
26 attempts at mitigating damages, with such damages, increasing each day, plus interest in an
27 amount to be determined by the jury at the trial of this matter;

1 4. Damages for future loss of earnings, bonuses and benefits, in spite of continuing
2 attempts at mitigating damages, in an amount to be determines by the jury at the trial of this
3 matter;

4 5. For civil penalties to the extent permitted by law pursuant to the Labor Code under
5 the PAGA;

6 6. Attorneys' fees and costs;

7 7. Interest, including prejudgment interest, as allowed by law;

8 8. Such other and further relief as the court deems just and proper.

9 Dated: December 8, 2021

ARIN | JAMES LLP

10
11 By:



12 ARIN NORIJANIAN
13 JAMES H. DEMERJIAN
14 Attorneys for Plaintiff, BRENDA LUA

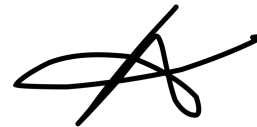
15 **DEMAND FOR JURY TRIAL**

16 PLAINTIFF BRENDA LUA DEMANDS A JURY TRIAL.

17 Dated: December 8, 2021

ARIN | JAMES LLP

18
19 By:



20 ARIN NORIJANIAN
21 JAMES H. DEMERJIAN
22 Attorneys for Plaintiff, BRENDA LUA
23
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28



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact_center@dfeh.ca.gov

July 21, 2021

Arin Norijanian
100 North Brand Blvd., Suite 620
Glendale, California 91203

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202107-14242622
Right to Sue: Lua / Housing Authority of Tulare County

Dear Arin Norijanian:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact_center@dfeh.ca.gov

July 21, 2021

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202107-14242622
Right to Sue: Lua / Housing Authority of Tulare County

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing

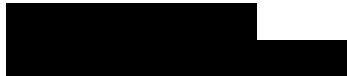


DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contactcenter@dfeh.ca.gov

July 21, 2021

Brenda Lua



RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202107-14242622
Right to Sue: Lua / Housing Authority of Tulare County

Dear Brenda Lua:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective July 21, 2021 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Brenda Lua

DFEH No. 202107-14242622

8 Complainant,

9 vs.

10 Housing Authority of Tulare County
11 5140 W. Cypress Ave., P.O. Box 791
12 Visalia, California 93279

13 Respondents

14
15 1. Respondent **Housing Authority of Tulare County** is an employer **Housing Authority of**
16 **Tulare County** subject to suit under the California Fair Employment and Housing Act (FEHA)
17 (Gov. Code, § 12900 et seq.).

18
19 2. Complainant **Brenda Lua**, resides in the City of **Tulare**, State of **California**.

20
21 3. Complainant alleges that on or about **April 1, 2021**, respondent took the following
22 adverse actions:

23 **Complainant was discriminated against** because of complainant's disability (physical or
24 mental), medical condition (cancer or genetic characteristic), family care or medical leave
25 (cfra) and as a result of the discrimination was terminated, denied any employment benefit
26 or privilege, denied reasonable accommodation for a disability, denied work opportunities or
27 assignments, denied family care or medical leave (cfra).

28 **Complainant experienced retaliation** because complainant requested or used a disability-
related accommodation, requested or used family care or medical leave (cfra) and as a
result was terminated, denied any employment benefit or privilege, denied reasonable
accommodation for a disability, denied work opportunities or assignments, denied family
care or medical leave (cfra).

Additional Complaint Details: Respondent Housing Authority of Tulare County ("Respondent") employed Claimant Brenda Lua ("Claimant") as an Eligibility Clerk II from November 18, 2019, to April 1, 2021, when her employment was wrongfully terminated by Respondent.

Claimant's employment was terminated in violation of California law, including, but not limited to California Government Code section 12940 et seq. as well as Labor Code sections 230, 230.1, 230.2, 230.5, 2698 et seq. Claimant worked for Respondent from November 2019 until April 2021 with little to no problems. She earned the trust and approval of her coworkers and her supervisors.

On or around January 1, 2021, Claimant was a victim of domestic violence and suffered physical and mental injuries. Claimant was injured and became physically and mentally disabled. Specifically, Claimant's impairments temporarily limited her major life functions and/or made certain major life activities difficult for Claimant, including, but not limited to, working, performing certain manual tasks, and concentrating.

On or around January 4, 2021, Claimant's doctor placed her on leave until January 11, 2021. Claimant provided this doctor's note to Respondent on the same date and requested a leave of absence. Respondent approved Claimant leave and she was placed on a protected leave of absence.

On or about January 7, 2021, Claimant's doctor extended her leave to January 25, 2021. Claimant provided this doctor's note to Respondent on the same date and requested an extension of leave of absence. Respondent approved Claimant leave and extended her protected leave of absence.

On or about January 11, 2021, Amy Powel, Respondent's employee and FMLA representative, emailed Claimant domestic violence resource information and said "Your safety is of utmost importance. Please take care of yourself. Don't hesitate to reach out to us if we can help." Claimant is informed and believes, and based thereon alleges, that Respondent had actual knowledge that she was a victim of a crime or abuse. Claimant is also informed and believes, and based thereon alleges, that Respondent also had actual knowledge that she was a victim of domestic violence and she was taking time off to seek medical attention, to obtain services from a domestic violence program, to obtain psychological counseling, or to participate in safety planning.

On or about January 22, 2021, Claimant completed her FMLA application and stated on the form that the "probable duration of medical condition or need for treatment" is March 1, 2021.

On the same date, Respondent provided notice to Claimant that her request for FMLA/CFRA leave was approved and that she was granted forty-one (41) days of protected leave. Respondent's notice stated that Claimant's leave of absence pursuant to the FMLA/CFRA was set to expire on March 26, 2021.

1 On or about January 23, 2021, Claimant's doctor extended her leave to April 1, 2021.
2 Claimant provided the note to Respondent.

3 On or about March 30, 2021, Claimant's doctor extended her leave to April 12, 2021.

4 On or about March 31, 2021, Claimant emailed the March 30, 2021 Note to Respondent and
5 said "I have attached the doctors [sic] note. I am truly sorry for what I am putting the
6 company through its [sic] not my intention. I am waiting for the doctor to call back to release
7 me."

8 On April 1, 2021, the very next day, Respondent terminated Claimant's employment.
9 Respondent's notice of termination stated it terminated Claimant because she was unable to
10 return to work by March 26, 2021, when her FMLA/CFRA leave expired.

11 Respondent terminated Claimant's employment in violation of the Fair Employment and
12 Housing Act ("FEHA), California Government Code section 12940 et seq., as well as Labor
13 Code sections 230, 230.1, 230.2, 230.5, 2698 et seq. Respondent also failed to engage in
14 the interactive process and failed to accommodate Claimant in violation of the FEHA. Due
15 to Respondent's violation of the FEHA and of the Labor Code, Claimant has suffered and
16 continues to suffer loss of earnings, emotional distress, attorneys fees, civil penalties and
17 other damages applicable under the law.
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1 VERIFICATION

2 I, **Arin Norijanian**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On July 21, 2021, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Glendale, CA



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

July 22, 2021

Via Certified Mail

Housing Authority of Tulare County
Administration Office
5140 W. Cypress Ave.,
Visalia, CA 93277

Re: **Brenda Lua v. Housing Authority of Tulare County**

To Whom It May Concern:

As you know, our office represents Brenda Lua. Please find Ms. Lua's Claim for Damages enclosed herein.

Very truly yours,

Arin | James LLP

Arin Norijanian

Enclosures

cc: Julia Lew, General Counsel, via email only at jmlew@mkjw.com.

HOUSING AUTHORITY OF TULARE COUNTY CLAIM FOR DAMAGES

DIRECTIONS: Complete this entire form. Then sign, date and mail or deliver the completed form to:
Housing Authority of Tulare County, 5140 W Cypress Ave, Visalia, CA 93277

Full Name(s) of Claimant(s): (Injured or Damaged Party)	Lua	Brenda	
	(Last)	First	Middle
	04/05/1990	E2182018	
	(Date of Birth)	(CA Driver's License No.)	
Home Contact Information:	199 S. Spruce St., Tulare, CA 93274		
	(Address Number & Street)	(City/State/Zip)	
	brendalua717@gmail.com	559-563-0533	
	(Primary Email)	(Primary Phone Number)	
Work Contact Information:	n/a		
	(Address Number & Street)	(City/State/Zip)	
	(Primary Email)	(Primary Phone Number)	

Preferred Contact Method:	Home Street Address: _____	Home Email: _____
	Work Street Address: _____	Work Email: _____
	Licensed Attorney: ☒	
	(Provide Contact Info on page 2)	

Is Claimant Eligible for SSDI or Medicare? Yes: _____ No: ☒

When Did Injury Occur? April 1, 2021
(Date and Time of Day)

Where Did Injury Occur? Visalia, CA
(Street Address, Approximate Intersection, Complex Name or Business Name)

How Did Injury Occur? See "Attachment A"
(Describe the Accident or Occurrence in Detail)

(Attach Additional Pages if Necessary)

Witnesses/Doctors: See "Attachment A"
(Names, Addresses and Phone Numbers for Witnesses to Injury and Treating Medical Providers)

(Attach Additional Pages if Necessary)

CONTINUED ON PAGE 2

Describe Relevant Injuries: See "Attachment A"
(Describe Specific Injuries and Identify Claims for Punitive Damages and/or Pain and Suffering)

(Attach Additional Pages if Necessary)

HATC Employees Involved: See "Attachment A."
(Names, Physical Description and/or Job Titles of All Employee Witnesses)

(Attach Additional Pages if Necessary)

Police Report Number: n/a

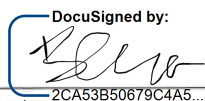
Describe Cause of Injury: See "Attachment A"
(How Did HATC and/or HATC Employees Cause Your Injury?)

(Attach Additional Pages if Necessary)

Is Total Amount Claimed Less Than \$10,000? Yes: _____ No: ✓

Specific Amount of Claim: n/a
(If Claim is Less Than \$10,000)

Civil Limited or Unlimited? unlimited
(If Claim is More Than \$10,000)

DocuSigned by:

2CA53B50679C4A5...

July 22, 2021

Claimant Signature

Date

Attorney Signature: 
(If Attorney is Representing Claimant)

Attorney Info: Arin Norjanian, 260936, Arin | James LLP, 100 N. Brand Blvd., Suite 620, Glendale, CA 91203
(Name, Bar Number, Firm Name, Street Address, Phone Number and Email Address)
818-476-0133; arin@arinjames.com

PRESENTATION OF A FALSE CLAIM IS A FELONY PURSUANT TO PENAL CODE § 72

Please submit any relevant records, such as medical bills, videos and photos, to HATC with this form

Liability Claim Report
Branda Lua v. Housing Authority of Tulare County, et al.
Attachment A

Name and post office address of Claimant:

Brenda Lua
199 S. Spruce St.,
Tulare, CA 93274

Post office address to which the person presenting the claim desires notices to be sent:

Arin | James LLP
100 North Brand Blvd., Suite 620
Glendale, California 91203

Summary of Facts:

Respondent Housing Authority of Tulare County ("Respondent") employed Claimant Brenda Lua ("Claimant") as an Eligibility Clerk II from November 18, 2019, to April 1, 2021, when her employment was wrongfully terminated by Respondent.

Claimant's employment was terminated in violation of California law, including, but not limited to California Government Code section 12940 *et seq.* as well as Labor Code sections 230, 230.1, 230.2, 230.5, 2698 *et seq.* Claimant worked for Respondent from November 2019 until April 2021 with little to no problems. She earned the trust and approval of her coworkers and her supervisors.

On or around January 1, 2021, Claimant was a victim of domestic violence and suffered physical and mental injuries. Claimant was injured and became physically and mentally disabled. Specifically, Claimant's impairments temporarily limited her major life functions and/or made certain major life activities difficult for Claimant, including, but not limited to, working, performing certain manual tasks, and concentrating.

On or around January 4, 2021, Claimant's doctor placed her on leave until January 11, 2021. Claimant provided this doctor's note to Respondent on the same date and requested a leave of absence. Respondent approved Claimant leave and she was placed on a protected leave of absence.

On or about January 7, 2021, Claimant's doctor extended her leave to January 25, 2021. Claimant provided this doctor's note to Respondent on the same date and requested an extension of leave of absence. Respondent approved Claimant leave and extended her protected leave of absence.

On or about January 11, 2021, Amy Powel, Respondent's employee and FMLA representative, emailed Claimant domestic violence resource information and said "Your safety is of utmost importance. Please take care of yourself. Don't hesitate to reach out to us if we can help." Claimant is informed and believes, and based thereon alleges, that Respondent had actual knowledge that she was a victim of a crime or abuse. Claimant is also informed and believes, and based thereon alleges, that Respondent

also had actual knowledge that she was a victim of domestic violence and she was taking time off to seek medical attention, to obtain services from a domestic violence program, to obtain psychological counseling, or to participate in safety planning.

On or about January 22, 2021, Claimant completed her FMLA application and stated on the form that the “probable duration of medical condition or need for treatment” is March 1, 2021.

On the same date, Respondent provided notice to Claimant that her request for FMLA/CFRA leave was approved and that she was granted forty-one (41) days of protected leave. Respondent’s notice stated that Claimant’s leave of absence pursuant to the FMLA/CFRA was set to expire on March 26, 2021.

On or about January 23, 2021, Claimant’s doctor extended her leave to April 1, 2021. Claimant provided the note to Respondent.

On or about March 30, 2021, Claimant’s doctor extended her leave to April 12, 2021.

On or about March 31, 2021, Claimant emailed the March 30, 2021, Note to Respondent and said “I have attached the doctors [sic] note. I am truly sorry for what I am putting the company through its [sic] not my intention. I am waiting for the doctor to call back to release me.”

On April 1, 2021, the very next day, Respondent terminated Claimant’s employment. Respondent’s notice of termination stated it terminated Claimant because she was unable to return to work by March 26, 2021, when her FMLA/CFRA leave expired.

Respondent terminated Claimant’s employment in violation of the Fair Employment and Housing Act (“FEHA”), California Government Code section 12940 *et seq.*, as well as Labor Code sections 230, 230.1, 230.2, 230.5, 2698 *et seq.* Respondent also failed to engage in the interactive process and failed to accommodate Claimant in violation of the FEHA. Due to Respondent’s violation of the FEHA and of the Labor Code, Claimant has suffered and continues to suffer loss of earnings, emotional distress, attorneys fees, and other damages applicable under the law.

Amount of Claim:

Damages are in excess of \$10,000 and this is an unlimited civil case.

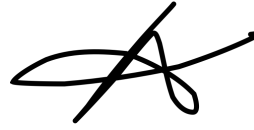
Witnesses:

Amy Powell (address and contact information unknown)
Olga Valdez (address and contact information unknown)
Ken Kugler (address and contact information unknown)
Julia Lew (address and contact information unknown)

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I, Arin Norijanian, am the attorney for Brenda Lua and present this General Claim Form on her behalf, pursuant to Government Code section 910.2.

A handwritten signature in black ink, consisting of a stylized 'A' with a horizontal line through it, followed by a loop and a trailing stroke.

ARIN NORIJANIAN



Arin | James LLP

On behalf of the employee.

arin@arinjames.com
james@arinjames.com

July 21, 2021

Via Online Electronic Filing

California Labor and Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Via Certified Mail

Housing Authority of Tulare County
Administration Office
5140 W. Cypress Ave.,
PO Box 791
Visalia, CA 93279

Re: **Brenda Lua's Labor Code Claims Against Housing Authority of
Tulare County**

Dear Labor and Workforce Development Agency and Housing Authority of Tulare
County:

Please be advised that Brenda Lua ("Ms. Lua" or "Claimant") has retained our firm to represent her for claims against her former employer, the Housing Authority of Tulare County ("Respondent"). This correspondence shall serve as Ms. Lua's written notice under Labor Code § 2699.3 of the claims asserted on behalf of Ms. Lua and all other aggrieved employees against Respondent. Ms. Lua provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3.

Ms. Lua desires to file a civil action to enforce her rights under the Labor Code and seek compensation accordingly. Pursuant to Labor Code § 2699(a), and by way of this letter, Ms. Lua also intends to represent all other employees who performed work for Respondent in California and have suffered at least one of the Labor Code violations described herein during their employment as well as any other violations suffered by the aggrieved employees.



Ms. Lua alleges that Respondent committed the following against her and all other employees in California:

Factual Background and Respondent's Labor Code Violations:

Respondent is a public entity, duly organized and existing under and by virtue of the laws of the State of California. Respondent employed Claimant as an Eligibility Clerk II from November 18, 2019, to April 1, 2021, when her employment was wrongfully terminated by Respondent. Claimant's employment was terminated in violation of California law, including, but not limited to California Government Code section 12940 *et seq.* as well as Labor Code sections 230, 230.1, 230.2, 230.5, 2698 *et seq.* Claimant worked for Respondent from November 2019 until April 2021 with little to no problems. She earned the trust and approval of her coworkers and her supervisors.

On or around January 1, 2021, Claimant was a victim of domestic violence and suffered physical and mental injuries. Claimant was injured and became physically and mentally disabled. Specifically, Claimant's impairments temporarily limited her major life functions and/or made certain major life activities difficult for Claimant, including, but not limited to, working, performing certain manual tasks, and concentrating.

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Respondent terminated Claimant’s employment in violation of the Fair Employment and Housing Act (“FEHA), California Government Code section 12940 *et seq.*, as well as Labor Code sections 230, 230.1, 230.2, 230.5, 2698 *et seq.* Respondent violated these Labor Code sections in terminating Claimant’s employment and Claimant is informed and believed, and based thereon alleges, that Respondent violated these Labor Code sections as to all other similarly situated Aggrieved Employees. Respondent also failed to engage in the interactive process and failed to accommodate Claimant in violation of the FEHA. Due to Respondent’s violation of the FEHA and of the Labor Code, Claimant has suffered and continues to suffer loss of earnings, emotional distress, attorneys fees, and other damages applicable under the law.

Ms. Lua will pursue all available remedies, including those provided by PAGA, for the violations identified herein on behalf of herself and other employees. The facts and claims contained herein are based on the information available at the time of this writing. Claimant is informed and believes, and based thereon alleges, that Respondent



Therefore, if through discovery and/or expert review, Ms. Lua becomes aware of additional compensation owed to her or other losses incurred by her or by any other employee of Respondent, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in her complaint.

Very truly yours,

Arin | James LLP

Arin Norijanian
James Demerjian

an/jd

cc: Julia Lew, General Counsel, via email only at jmlew@mkjw.com