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FILED
Superior Court of California
County of Los Angeles

03/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lee Deputy

Attorneys for Plaintiff

MATTHEW M. MAHGERFTEH

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

MATTHEW M. MAHGERFTEH, an
individual,

Plaintiff,

vs.

DEUTSCH LA, INC., a California
Corporation; THE INTERPUBLIC GROUP
OF COMPANIES INC, a Delaware
Corporation; CAROLYN PANICKER, an
individual, and DOES 1 through 50, inclusive,

Defendants.

CASE NO: 25STCV35252

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

[Unlimited Civil Case – Amount Demanded
Exceeds \$35,000]

1. DISCRIMINATION ON THE BASIS OF
AGE IN VIOLATION OF FEHA;
2. HARASSMENT ON THE BASIS OF
AGE IN VIOLATION OF FEHA;
3. DISCRIMINATION ON THE BASIS OF
RELIGION IN VIOLATION OF FEHA
4. HARASSMENT ON THE BASIS OF
RELIGION IN VIOLATION OF FEHA;

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- 5. DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;
 - 6. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF FEHA;
 - 7. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA;
 - 8. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA;
 - 9. RETALIATION IN VIOLATION OF FEHA;
 - 10. WHISTLEBLOWER RETALIATION;
 - 11. FAILURE TO WARN AND NEGLIGENT SUPERVISION
 - 12. RETALIATION FOR TAKING OR REQUESTING SICK LEAVE;
 - 13. WRONGFUL TERMINATION IN VIOLATION OF FEHA;
 - 14. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
 - 15. BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING
 - 16. PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
- DEMAND FOR JURY TRIAL**

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4 Plaintiff Matthew M. Mahgerfteh (hereinafter " Mahgerfteh " or “Plaintiff”) by and through
5 his attorneys, alleges as follows:

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7 **I.**
8 **PARTIES**

9 1. Plaintiff, Matthew M. Mahgerfteh (“Plaintiff” or “Mahgerfteh”) is, and at all times
10 mentioned in this Complaint was, a resident of Los Angeles County, California.

11 2. Defendant Deutsch LA, Inc. ("Defendant" or " Deutsch") is, and at all times
12 mentioned in this Complaint a California Corporation and was authorized to operate by the State
13 of California and authorized and qualified to do business in the County of Los Angeles. Deutsch’s
14 place of business, where the following causes of action took place, was and is in the County of Los
15 Angeles. At all relevant times herein, Deutsch is and was an “employer” as defined under the
16 California FEHA, California Labor Code § 1102.5, and under all other relevant state laws

17 3. Defendant The Interpublic Group of Companies, Inc. (“Defendant” or
18 “Interpublic”) is, and at all times mentioned in this Complaint a Delaware Corporation and was
19 authorized to operate by the State of California and authorized and qualified to do business in the
20 County of Los Angeles. At all relevant times herein, Interpublic is and was an “employer” as
21 defined under the California FEHA, California Labor Code § 1102.5, and under all other relevant
22 state laws. Interpublic is a parent corporation exercising control over Deutsch’s HR, policies,
23 benefits, payroll, discipline, and employment decision-making. IPG and Deutsch jointly employed
24 Plaintiff.

25 4. Defendant Carolyn Panicker (“Defendant or “Panicker”) is an individual residing

1 in California, and is or was an employee of Defendants Deutsch and/or Interpublic and Plaintiff's
2 manager or supervisor.

3 5. Plaintiff is presently unaware of the names or capacities of the defendants named
4 in this Complaint as Does 1-50 inclusive, and therefore sue said defendants by said fictitious
5 names. Plaintiff will seek leave of this Court to amend this Complaint to allege the true names and
6 capacities of said defendants when they have been ascertained. Plaintiff is informed and believes,
7 and thereon alleges, that each of said fictitiously named Defendants are responsible in some
8 manner for the acts, omissions and damages alleged in this Complaint.

9 6. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to
10 this Complaint, all Defendants, including the fictitiously named Defendants, were the agents,
11 servants, alter egos, affiliates, employers, officers, directors, controlling shareholders, principals,
12 joint ventures, subsidiary, parent corporations, successor in interest and predecessor in interest,
13 partners, and/or employees of each other and engaged in the conduct alleged herein within the
14 course, scope and authority of their respective capacities.

15 7. Plaintiff is further informed and believe and thereon allege that all Defendants,
16 including the fictitiously named Defendants acted pursuant to and within the scope of the
17 relationships alleged above, that each all Defendants, including the fictitiously named Defendants
18 knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and
19 abetted the conduct of all other Defendants; and that all Defendants, including the fictitiously
20 named Defendants acted pursuant to a conspiracy and agreement to do the things alleged herein.

21 8. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
22 mentioned, one or more of each named and/or unnamed defendant(s) was in some fashion, by
23 contract or otherwise, the successors, assigns, joint venturers, co-venturers, or partners of one or

1 more of the remaining named and/or unnamed defendant(s), and as hereinafter alleged, was acting
2 within that capacity.

3 9. Unless otherwise specified, Defendants Deutsch; Interpublic; Panicker; and, DOES
4 1-50 will be collectively referred to as “Defendants”.

5 **JURISDICTION AND VENUE**

6 10. Jurisdiction is proper in this court by virtue of the California statutes, decisional
7 law, and regulations, and the local rules under the Los Angeles County Superior Court Rules.

8 11. Jurisdiction and venue in this county and division is proper because the events
9 giving rise to each and every of the following causes of action, which are described below,
10 occurred within this judicial district in the State of California. Furthermore, the relief sought
11 through this Complaint is within the jurisdiction of this Court because the damages are more than
12 \$35,000.00.

13 12. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
14 § 395, as the acts and omissions giving rise to this Complaint occurred in this county, and at least
15 one Defendant either resides in, are found in, have offices in, transact business in, or are otherwise
16 within the jurisdiction of this Court.

17 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18 13. Plaintiff has exhausted all administrative remedies required under the California
19 Fair Employment and Housing Act (“FEHA”) and received a Right-to-Sue notice from the
20 California Civil Rights Department on November 25, 2025.

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 14. Plaintiff was hired on April 23, 2024 as Manager, Marketing Science.

23 15. Beginning shortly after his employment, Plaintiff’s supervisor, Defendant Panicker
24 pressured Plaintiff to reveal his religious background and age. Plaintiff felt intimidated and
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1 compelled to disclose that he was Jewish.

2 16. Panicker openly mocked Plaintiff's age and family responsibilities, making
3 disparaging comments that implied he was less important or relevant than his younger colleagues.
4 This included public remarks such as, "Everyone your age is a VP" and "You should bring your
5 kids to Deutsch Day and tell them you're a VP," which reinforced a pattern of ridicule and
6 exclusion based on age.

7 17. Panicker ridiculed Plaintiff by sarcastically asking, "How was your dipping in
8 honey" in a tone of disgust. When Plaintiff responded that Yom Kippur would begin Friday
9 afternoon, Panicker replied, "That's stupid," shook her head, and walked away in visible disdain.

10 18. Panicker repeatedly brought up a "Jewish club," despite Plaintiff's requests not to
11 discuss his religion.

12 19. Panicker would make inappropriate and offensive remarks, including mocking
13 Plaintiff's kosher dietary restrictions and suggesting that his marriage was "arranged."

14 20. Panicker commented on Plaintiff's "accent," stating this is why he was being
15 removed from client matters.

16 21. As the harassment intensified, Plaintiff directly complained to Panicker, informing
17 her that the discriminatory and harassing treatment he was experiencing was unwelcome and
18 inappropriate. He explicitly requested that she stop the conduct.

19 22. Panicker treated Plaintiff differently than younger non-Jewish employees,
20 including, but not limited to:

- 21 a. Plaintiff was excluded from essential meetings, communications, and training;
22 management even acknowledged delays in clarifying his reporting structure.
- 23 b. Plaintiff was inconsistently assigned responsibilities, given contradictory

1 instructions, and not properly trained—while younger/non-Jewish staff were
2 supported.

3 c. Panicker imposed perform verbatim minute-taking duties inconsistent with
4 Plaintiff's role and ignored Plaintiff's disclosure of cognitive limitations and
5 need for accommodation.

6 d. Plaintiff was given unrealistic tasks (e.g., rebuilding dashboards over and
7 over while managing full-time responsibilities) and pressured with deadlines
8 designed to ensure failure) and pressured with deadlines designed to ensure
9 failure;

10 e. Panicker told Plaintiff it was a "mistake" that he had been assigned to it and
11 stated, "You're not capable and too old to handle two accounts." Additionally,
12 Plaintiff did not receive training or access to the Behr account.

13 f. Plaintiff was not trained on the Spinklr platform until months after he was
14 placed on a Performance Improvement Plan, undermining any performance
15 concerns attributed to his lack of platform usage.

16 g. Plaintiff's work was routinely micromanaged, and he was given tasks far below
17 his experience level, reinforcing a hostile and discriminatory atmosphere that
18 was not experienced by other employees.

19 23. Panicker also issued a negative one-on-one review via email and preparing a pre-
20 performance review, which falsely portrayed Plaintiff as deficient without justification or
21 opportunity to respond. The email was sent to Plaintiff on the eve of Yom Kippur. This email listed
22 vague 'areas for improvement' with virtually no prior warning or concrete examples, confirming
23 Plaintiff's belief that he was being set up to fail.

1 24. In October 2024, Plaintiff escalated his concerns to Human Resources. Plaintiff
2 sent a detailed written complaint describing age discrimination, exclusion, religious harassment,
3 and unfair treatment. He reported that he was being set up to fail, citing last-minute assignments,
4 shifting expectations, and unrealistic deadlines.

5 25. HR dismissed his concerns, falsely claiming there was “no discrimination” despite
6 overwhelming evidence.

7 26. Plaintiff’s protected activity triggered immediate retaliation.

8 27. Plaintiff was transferred and on October 30, 2024 (within days after Plaintiff’s
9 engaged in protected activity, as describe above), Defendants put Plaintiff on a 30-day
10 Performance Improvement Plan (PIP) claiming that “there are a few key areas where your
11 performance has not met expectations. This has led the Behr client to request that you step away
12 from a client-facing role.”

13 28. The PIP was blatantly pretextual: Plaintiff’s position at Deutsch was not a client-
14 facing role for Behr, and he never had any direct client relationship with Behr; another team
15 member was the primary client-facing contact for Behr. Zaucha was fully aware of Plaintiff’s non-
16 client-facing responsibilities.

17 29. In addition, HR admitted that the information used in the PIP allegedly stemmed
18 took months earlier.

19 30. Also, during a call with Barbara Zaucha, Ms. Zaucha notified Plaintiff that she
20 didn’t understand the complaint herself and added, “Next time, don’t complain to HR.”

21 31. To make matters worse, on or about December 19, 2024, Plaintiff received a reply
22 within an email sent by Lauren Breen, a representative of the Behr client, the same client
23 Defendants later referenced in Plaintiff’s PIP—contained images of swastikas, Nazi salutes, and

1 anti-Israel symbols.

2 32. Plaintiff was shocked and immediately reported this to Defendants.

3 33. Plaintiff is informed and on that basis alleges that Defendants took no steps to
4 address the conduct with Lauren Breen to remediate the hostile environment.

5 34. Rather, as a result of Plaintiff's continued engagement in protected activity,
6 Defendants extended his Performance Improvement Plan ("PIP") four or five times, subjecting
7 him to prolonged probation, undue pressure, and discriminatory scrutiny.

8 35. On January 24, 2025, Plaintiff received a revised PIP from Barbara Zaucha that
9 cited a missed report deadline and noted, "while you were offline," despite Defendants' knowledge
10 that Plaintiff was out sick due to stress caused by workplace harassment. Plaintiff had informed
11 his supervisor, Kurtis Johnson, in advance that he was taking sick time. Rather than support
12 Plaintiff's recovery, Defendants used his medically excused absence as evidence of poor
13 performance.

14 36. Furthermore, although Plaintiff was generally expected to be in the office three
15 days a week, he was too ill to do so due to the severe stress and harassment he was experiencing.
16 Instead, with permission from his supervisors, Gabe and Kurtis Plaintiff worked remotely while
17 sick. Despite knowing this, Zaucha emphasized the in-office requirement in the revised PIP,
18 further increasing Plaintiff's stress and demonstrating Defendants' disregard for his health and
19 legal rights.

20 37. Throughout this period of time, Plaintiff notified Human Resources that he was
21 experiencing stress-induced health issues directly attributable to ongoing workplace harassment
22 and retaliation. These health issues manifested in both psychological and physical symptoms,
23 ultimately requiring medical attention.

1 38. On or about January 13, 2025, HR representative Erin Joyce acknowledged
2 Plaintiff's deteriorating mental health and, in an email to Plaintiff, suggested the possibility of a
3 "mutual separation" due to the stress associated with the Performance Improvement Plan ("PIP").
4 She wrote: "If the PIP process is causing significant stress or you feel it is not the right path
5 forward, we are open to discussing alternative options, including a potential mutual separation."

6 39. Plaintiff, however, expressed his desire to remain employed with Defendant and
7 did not agree to a separation.

8 40. On February 4, 2025, Ms. Joyce again acknowledged Plaintiff's health condition
9 and offered short-term disability leave through The Hartford, Defendants' third-party disability
10 administrator. This communication confirms that Defendants were on actual notice of Plaintiff's
11 disability and/or serious health condition.

12 41. Concurrently, Plaintiff informed his current supervisors Kurtis and Gabe that the
13 work stress was impacting his health and that he needed time off. Kurtis expressed discomfort with
14 Plaintiff taking sick days, further exacerbating the pressure and retaliatory environment.

15 42. On or about February 27, 2025, Plaintiff informed Kurtis that he would be
16 commencing a stress-related disability leave and would be absent the following day to obtain
17 medical certification in support of his request for a medical leave of absence.

18 43. On February 28, 2025, Plaintiff obtained a medical note from his health provider
19 and provided the note to Defendants on the same day.

20 44. On February 28, 2025, Plaintiff received a forwarded email to his personal Gmail
21 account notifying him of his termination, effective March 15, 2025.

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CLAIMS FOR RELIEF
FIRST CAUSE OF ACTION
DISCRIMINATION ON THE BASIS OF AGE IN VIOLATION OF FEHA
(Government Code § 12900, et seq)
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

45. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

46. Plaintiff was over the age of 40 and thus, Plaintiff at all times was an employee covered by the Fair Employment and Housing Act (“FEHA”), California Government Code §§ 12940(a) and (j), which prohibits an employer from discriminating and harassing an employee on the basis of age.

47. Defendants Deutsch and Interpublic were at all times an employer as defined under the FEHA.

48. As described herein, Plaintiff was subjected to unwelcome, discriminatory and harassing conduct based on his age.

49. This conduct by Plaintiff’s managers and supervisors, ratified by Defendants Deutsch and Interpublic, was unwelcome, directed towards him, and part of a continuing pattern of conduct. Plaintiff considered the conduct of Defendants Deutsch and Interpublic’s employees to be expressly hostile on the basis of age, and believed that this conduct was directed at him because he is over the age of forty.

50. Defendants Deutsch and Interpublic’s practice of failing to take any action in response to Plaintiff’s complaints was a substantial factor in causing Plaintiff’s harm.

51. Defendants Deutsch and Interpublic’s violations of the FEHA caused Plaintiff to suffer harm as set forth herein. The discrimination and harassing conduct, as set forth in this

1 complaint, violates Cal. Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of
2 damages, including (but not limited to) economic, non-economic, exemplary, and punitive
3 damages.

4 52. As a direct and consequential result of Defendants Deutsch and Interpublic's
5 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
6 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
7 losses in an amount to be proven at trial.

8 53. As a direct and consequential result of the actions and failures to act by Defendants
9 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
10 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
11 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
12 injuries to his mental and emotional well-being is an amount in excess of the minimum
13 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

14 54. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
15 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
16 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
17 incurred in bringing this action.

18 55. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
19 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
20 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
21 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
22 Interpublic in an amount according to proof.

SECOND CAUSE OF ACTION
HARASSMENT ON THE BASIS OF AGE IN VIOLATION OF FEHA
(Government Code § 12900, et seq)
(Against All Defendants and DOES 1 through 50, Inclusive)

56. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

57. Plaintiff at all times was an employee covered by the Fair Employment and Housing Act ("FEHA"), California Government Code §§ 12940(a) and (j), which prohibits an employer from discriminating and harassing an employee on the basis of age.

58. At all times relevant to this action, FEHA was in full force and binding upon Defendants.

59. As described herein, Plaintiff was subjected to unwelcome, discriminatory and harassing conduct based on his age.

60. This conduct by Plaintiff's managers and/or supervisors, ratified by Defendants, was unwelcome, directed towards him, and part of a continuing pattern of conduct. Plaintiff considered the conduct of Defendants' employees to be expressly hostile on the basis of age and believed that it was directed at him because he is over the age of forty.

61. The above-described actions constitute age harassment and discrimination in violation of the FEHA. Plaintiff was subjected to working in a severe, persistent and/or pervasive racially hostile work environment, which interfered with his work performance, denied him employment privileges, and adversely affected the terms and conditions of his job on the basis of his age.

62. The harassing conduct to which Plaintiff was subjected to was so severe,

1 widespread, and/or persistent that a reasonable person (over 40 years old) in Plaintiff's
2 circumstances would have considered the work environment to be hostile and/or abusive.

3 63. Defendants Deutsch and Interpublic failed to take prompt, remedial and effective
4 action to stop the harasser.

5 64. Defendants Deutsch and Interpublic violations of the FEHA caused Plaintiff to
6 suffer harm as set forth above.

7 65. The above-described discrimination and harassing conduct violates Cal. Gov. Code
8 § 12940, et seq., and entitles Plaintiff to all categories of damages, including (but not limited to)
9 economic, non-economic, exemplary, and punitive damages.

10 66. As a direct and consequential result of Defendants actions and omissions, Plaintiff
11 has suffered and continue to suffer special damages, including, but not limited to, back wages,
12 future wages, lost benefits, and other pecuniary and non-pecuniary losses in an amount to be
13 proven at trial.

14 67. As a direct and consequential result of the actions and failures to act by Defendants
15 alleged herein, Plaintiff has suffered injury to his mental and emotional well-being; all of the type,
16 nature, and extent ordinarily associated with the wrongful conduct alleged against Defendants
17 herein. The value of Plaintiff's damages for injuries to his mental and emotional well-being is an
18 amount in excess of the minimum jurisdictional threshold of this Court, the precise amount of
19 which will be proven at trial.

20 68. By reason of the conduct of by Defendants as alleged herein, Plaintiff has retained
21 attorneys to prosecute the present action. Plaintiff is therefore entitled to reasonable attorney's fees
22 and litigation expenses, including expert witness fees and costs, incurred in bringing this action.

23 69. Defendants engaged in the acts alleged herein maliciously, fraudulently, and
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1 oppressively; with the wrongful intention of injuring Plaintiff; with the conscious disregard of the
2 rights and safety of Plaintiff; and with an improper and evil motive amounting to malice. Plaintiff
3 is thus entitled to recover punitive damages from Defendants in an amount according to proof.

4 **THIRD CAUSE OF ACTION**
5 **DISCRIMINATION ON THE BASIS OF RELIGION IN VIOLATION OF FEHA**
6 **(Government Code § 12900, et seq)**
7 **(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)**

8 70. Plaintiff hereby incorporates by reference all other allegations contained in this
9 Complaint as though fully set forth herein.

10 71. Plaintiff is Jewish and identifies with the religion and cultural traditions of Judaism,
11 including kosher dietary restrictions and religious holidays such as Yom Kippur. As such, Plaintiff
12 at all times was an employee covered by the Fair Employment and Housing Act (“FEHA”),
13 California Government Code §§ 12940(a) and (j), which prohibits an employer from
14 discriminating and harassing an employee on the basis of religion.

15 72. Defendants Deutsch and Interpublic were at all times an employer as defined under
16 the FEHA.

17 73. As described herein, Plaintiff was subjected to unwelcome, discriminatory and
18 harassing conduct based on his religion.

19 74. This conduct by Plaintiff’s managers and supervisors, ratified by Defendants
20 Deutsch and Interpublic, was unwelcome, directed towards him, and part of a continuing pattern
21 of conduct. Plaintiff considered the conduct of Defendants Deutsch and Interpublic’s employees
22 to be expressly hostile on the basis of religion, and believed that this conduct was directed at him
23 because he is Jewish.

24 75. Defendants Deutsch and Interpublic’s practice of failing to take any action in
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1 response to Plaintiff's complaints was a substantial factor in causing Plaintiff's harm.

2 76. Defendants Deutsch and Interpublic's violations of the FEHA caused Plaintiff to
3 suffer harm as set forth herein. The discrimination and harassing conduct, as set forth in this
4 complaint, violates Cal. Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of
5 damages, including (but not limited to) economic, non-economic, exemplary, and punitive
6 damages.

7 77. As a direct and consequential result of Defendants Deutsch and Interpublic's
8 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
9 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
10 losses in an amount to be proven at trial.

11 78. As a direct and consequential result of the actions and failures to act by Defendants
12 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
13 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
14 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
15 injuries to his mental and emotional well-being is an amount in excess of the minimum
16 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

17 79. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
18 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
19 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
20 incurred in bringing this action.

21 80. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
22 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
23 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to

malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and Interpublic in an amount according to proof.

FOURTH CAUSE OF ACTION
HARASSMENT ON THE BASIS OF RELIGION IN VIOLATION OF FEHA
(Government Code § 12900, et seq.)
(Against All Defendants and DOES 1 through 50, Inclusive)

81. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

82. Plaintiff at all times was an employee covered by the Fair Employment and Housing Act ("FEHA"), California Government Code §§ 12940(a) and (j), which prohibits an employer from discriminating and harassing an employee on the basis of religion.

83. At all times relevant to this action, FEHA was in full force and binding upon Defendants.

84. As described herein, Plaintiff was subjected to unwelcome, discriminatory and harassing conduct based on his religion.

85. This conduct by Plaintiff's managers and/or supervisors, ratified by Defendants, was unwelcome, directed towards him, and part of a continuing pattern of conduct. Plaintiff considered the conduct of Defendants' employees to be expressly hostile on the basis of religion and believed that it was directed at him because he is Jewish.

86. The above-described actions constitute religious harassment and discrimination in violation of the FEHA. Plaintiff was subjected to working in a severe, persistent and/or pervasive racially hostile work environment, which interfered with his work performance, denied him employment privileges, and adversely affected the terms and conditions of his job on the basis of his religion.

87. The harassing conduct to which Plaintiff was subjected to was so severe,

widespread, and/or persistent that a reasonable Jewish person in Plaintiff's circumstances would have considered the work environment to be hostile and/or abusive.

88. Defendants Deutsch and Interpublic failed to take prompt, remedial and effective action to stop the harasser.

89. Defendants Deutsch and Interpublic violations of the FEHA caused Plaintiff to suffer harm as set forth above.

90. The above-described discrimination and harassing conduct violates Cal. Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of damages, including (but not limited to) economic, non-economic, exemplary, and punitive damages.

91. As a direct and consequential result of Defendants actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary losses in an amount to be proven at trial.

92. As a direct and consequential result of the actions and failures to act by Defendants alleged herein, Plaintiff has suffered injury to his mental and emotional well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct alleged against Defendants herein. The value of Plaintiff's damages for injuries to his mental and emotional well-being is an amount in excess of the minimum jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

93. By reason of the conduct of by Defendants as alleged herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and costs, incurred in bringing this action.

94. Defendants engaged in the acts alleged herein maliciously, fraudulently, and

1 oppressively; with the wrongful intention of injuring Plaintiff; with the conscious disregard of the
2 rights and safety of Plaintiff; and with an improper and evil motive amounting to malice. Plaintiff
3 is thus entitled to recover punitive damages from Defendants in an amount according to proof.

4 **FIFTH CAUSE OF ACTION**
5 **DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA**
6 **(Government Code § 12900, et seq)**
7 **(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)**

8 95. Plaintiff hereby incorporates by reference all other allegations contained in this
9 Complaint as though fully set forth herein.

10 96. At all times relevant, FEHA prohibited Defendants from discriminating against
11 Plaintiff because of a physical disability, mental disability, or medical condition, including
12 terminating, disciplining, or taking adverse action against him because of such disability or
13 because Defendants regarded him as disabled.

14 97. During his employment, Plaintiff informed Defendants that he was experiencing
15 severe stress-induced mental health symptoms caused by the ongoing hostile, discriminatory, and
16 retaliatory environment. Plaintiff reported to HR and management that he was suffering from
17 significant anxiety, overwhelming mental distress, and an inability to mentally function at his
18 normal capacity. Plaintiff notified Defendants that the stress was affecting his cognitive clarity,
19 focus, and ability to work. Plaintiff also notified his supervisors that he intended to commence a
20 stress-related disability leave and would be obtaining medical documentation the following day.

21 98. During his employment, Plaintiff further disclosed to Defendants that he had a
22 cognitive disability which caused delayed cognitive processing and required reasonable
23 accommodations regarding deadlines and workload.

24 99. Despite having clear notice of Plaintiff's disabilities and stress-related health
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1 conditions, Defendants continued to subject Plaintiff to an abusive and hostile work environment.

2 100. Defendants intensified scrutiny of Plaintiff's work, repeatedly extended his PIP,
3 and placed him under extreme and unnecessary pressure. Defendants failed to engage in the
4 interactive process, failed to explore reasonable accommodations, and retaliated against Plaintiff—
5 including terminating him—despite knowing that Plaintiff was seeking medical attention at
6 Defendants' own direction. Defendants further criticized Plaintiff for needing time off, questioned
7 his use of sick leave, ignored his documented health condition, informed Plaintiff that he should
8 quit, and imposed contradictory and unrealistic expectations designed to set him up for failure.

9 101. On February 28, 2025, while Plaintiff was out sick leave and in the process of
10 initiating disability leave, Defendants terminated Plaintiff's employment.

11 102. As described herein, Plaintiff was subjected to unwelcome, discriminatory and
12 harassing conduct based on actual disability, perceived disability, and/or because Plaintiff
13 requested sick leave and/or a leave of absence.

14 103. This conduct by Plaintiff's managers and supervisors, ratified by Defendants
15 Deutsch and Interpublic, was unwelcome, directed towards him, and part of a continuing pattern
16 of conduct. Plaintiff considered the conduct of Defendants Deutsch and Interpublic's employees
17 to be expressly hostile on the basis of disability, perceived disability, and/or because Plaintiff
18 requested sick leave and/or a leave of absence, and believed that this conduct was directed at him
19 because he is disabled, perceived as disabled, and/or because Plaintiff requested sick leave and/or
20 a leave of absence.

21 104. Defendants conduct as alleged herein was a substantial factor in causing Plaintiff's
22 harm.

23 105. Defendants Deutsch and Interpublic's violations of the FEHA caused Plaintiff to
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1 suffer harm as set forth herein. The discrimination and harassing conduct, as set forth in this
2 complaint, violates Cal. Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of
3 damages, including (but not limited to) economic, non-economic, exemplary, and punitive
4 damages.

5 106. As a direct and consequential result of Defendants Deutsch and Interpublic's
6 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
7 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
8 losses in an amount to be proven at trial.

9 107. As a direct and consequential result of the actions and failures to act by Defendants
10 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
11 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
12 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
13 injuries to his mental and emotional well-being is an amount in excess of the minimum
14 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

15 108. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
16 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
17 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
18 incurred in bringing this action.

19 109. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
20 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
21 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
22 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
23 Interpublic in an amount according to proof.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF
FEHA
(Government Code § 12940(a), (i), (m), (n))
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

110. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

111. At all times herein mentioned, FEHA, Government Code section 12940(a), (i), (m), and (n), was in full force and effect and was binding on defendants.

112. Plaintiff made multiple requests—both express and implied—for reasonable accommodations, including time off to address his symptoms, adjustment of workload, rest, support from management, work accommodations, additional clarity and training, and a work environment free of discriminatory pressure. Plaintiff further requested a leave and obtained a doctor's note confirming the need for leave.

113. Defendants refused to provide any accommodation. Instead, HR dismissed his concerns, failed to modify his environment or workload and intensified performance scrutiny. Defendants questioned Plaintiff's use of sick time, undermined his attempts to manage his health, informed Plaintiff that he should quit, and took no steps to accommodate his physical or mental disabilities.

114. Defendants terminated Plaintiff the same day he obtained medical certification for a leave of absence. This termination was in direct violation of FEHA's requirement to accommodate an employee in need of medical leave or other reasonable measures.

115. Plaintiff believes and, on that basis, alleges that his disability and the need for accommodations were substantial motivating factors in defendants' termination of his employment.

116. Defendants conduct as alleged herein was a substantial factor in causing Plaintiff's harm.

117. Defendants Deutsch and Interpublic's violations of the FEHA caused Plaintiff to suffer harm as set forth herein. Defendants' conduct, as set forth in this complaint, violates Cal. Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of damages, including (but not limited to) economic, non-economic, exemplary, and punitive damages.

118. As a direct and consequential result of Defendants Deutsch and Interpublic's actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary losses in an amount to be proven at trial.

119. As a direct and consequential result of the actions and failures to act by Defendants Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for injuries to his mental and emotional well-being is an amount in excess of the minimum jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

120. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and costs, incurred in bringing this action.

121. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously, fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to

malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and Interpublic in an amount according to proof.

SEVENTH CAUSE OF ACTION
FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA
((Government Code § 12900, et seq)
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

122. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

123. Defendants' conduct, as alleged herein, violated FEHA, Government Code section 12900, et seq., and defendants committed unlawful employment practices, including by the following bases for liability: failing to engage in a timely, good faith interactive process to determine reasonable accommodation, in violation of Government Code section 12940(n).

124. Defendants were fully aware of Plaintiff's physical and mental disabilities and his need for accommodations. Plaintiff repeatedly notified HR and his supervisors that he was suffering from severe stress, anxiety, cognitive difficulty, headaches, chest pain, stomach pain, ulcers, vomiting, and sleep deprivation. Plaintiff disclosed that he was undergoing medical treatment and required time to address these symptoms. Plaintiff informed Defendants of his cognitive disability affecting his processing speed and ability to respond.

125. HR expressly acknowledged Plaintiff's health decline and suggested short-term disability leave, confirming that Defendants knew Plaintiff required accommodations. Plaintiff notified Defendants that he would be commencing disability leave and he obtained a physician's certification on February 28, 2025.

126. Despite having actual knowledge of Plaintiff's disabilities and the need for accommodations, Defendants failed to initiate or participate in any interactive process. Defendants

1 did not discuss potential accommodations, did not request additional medical information, did not
2 explore alternative duties, did not consider modifying Plaintiff's workload.

3 127. Instead of participating in the interactive process, Defendants retaliated against
4 Plaintiff and terminated Plaintiff on the very day he obtained medical documentation for a leave,
5 thereby preventing any interactive process from occurring and violating FEHA's mandatory
6 requirements.

7 128. Defendants conduct as alleged herein was a substantial factor in causing Plaintiff's
8 harm.

9 129. Defendants Deutsch and Interpublic's violations of the FEHA caused Plaintiff to
10 suffer harm as set forth herein. Defendants' conduct, as set forth in this complaint, violates Cal.
11 Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of damages, including (but not
12 limited to) economic, non-economic, exemplary, and punitive damages.

13 130. As a direct and consequential result of Defendants Deutsch and Interpublic's
14 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
15 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
16 losses in an amount to be proven at trial.

17 131. As a direct and consequential result of the actions and failures to act by Defendants
18 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
19 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
20 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
21 injuries to his mental and emotional well-being is an amount in excess of the minimum
22 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

23 132. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
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1 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
2 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
3 incurred in bringing this action.

4 133. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
5 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
6 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
7 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
8 Interpublic in an amount according to proof.

9 **EIGHTH CAUSE OF ACTION**
10 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND**
11 **RETALIATION IN VIOLATION OF FEHA;**
12 **(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)**

13 134. Plaintiff hereby incorporates by reference all other allegations contained in this
14 Complaint as though fully set forth herein.

15 135. Under Gov. Code §12940(k), an employer is required to "take all reasonable steps
16 necessary to prevent [harassing, discriminatory, and/or retaliatory behavior]" in the workplace.

17 136. Defendants failed to take reasonable steps necessary to prevent instances of
18 discrimination and harassment from occurring. For example, despite Plaintiff's repeated reports to
19 persons within Defendants Deutsch and Interpublic who had the authority to address and prevent
20 harassment and discrimination, Plaintiff was continually subject to discrimination, harassment and
21 retaliation on the basis of (a) age; (b) religion; (c) disability/perceived disability (d) request for
22 leave of absence, and (e) engaging in protected activity, as alleged herein. Defendants Deutsch and
23 Interpublic knew or should have known that Defendants Deutsch and Interpublic employees had
24 engaged or were engaging in the above reference offensive behavior and failed to stop it.

1 137. Plaintiff complained to multiple supervisory employees of Defendants Deutsch and
2 Interpublic as well as to the Human Resources Department about the harassment, discrimination
3 and the retaliation he was subjected; but Defendants Deutsch and Interpublic failed to take any
4 corrective action.

5 138. Despite being on notice of Defendants Deutsch and Interpublic's employees'
6 propensity to engage in the harassing, discriminatory and retaliatory conduct, Defendants Deutsch
7 and Interpublic failed to act to prevent employees from harassing, discriminating, and retaliating
8 against Plaintiff.

9 139. Defendants Deutsch and Interpublic's violations of the FEHA caused Plaintiff to
10 suffer harm as set forth herein. Defendants' conduct, as set forth in this complaint, violates Cal.
11 Gov. Code § 12940, et seq., and entitles Plaintiff to all categories of damages, including (but not
12 limited to) economic, non-economic, exemplary, and punitive damages.

13 140. As a direct and consequential result of Defendants Deutsch and Interpublic's
14 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
15 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
16 losses in an amount to be proven at trial.

17 141. As a direct and consequential result of the actions and failures to act by Defendants
18 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
19 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
20 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
21 injuries to his mental and emotional well-being is an amount in excess of the minimum
22 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

23 142. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
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1 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
2 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
3 incurred in bringing this action.

4 143. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
5 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
6 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
7 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
8 Interpublic in an amount according to proof.

9 **NINTH CAUSE OF ACTION**
10 **RETALIATION IN VIOLATION OF FEHA**
(Government Code § 12900, et seq.)
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

11 144. Plaintiff hereby incorporates by reference all other allegations contained in this
12 Complaint as though fully set forth herein.

13 145. At all times relevant to this action, FEHA was in full force and binding upon
14 Defendants. California Government Code § 12940(h) prohibits an employer from discharging,
15 expelling, or otherwise discriminating against any employee because they have opposed practices
16 forbidden under FEHA, filed a complaint, or assisted in any proceeding under the Act.

17 146. FEHA also makes it an unlawful employment practice for Defendants to retaliate
18 against any employee based upon the perception that the employee is a member of a protected
19 class or that the employee is taking or has taken certain actions because the employee is a member
20 of a protected class.

21 147. Plaintiff engaged in protected activity by making good faith complaints regarding
22 the harassment, discrimination and retaliation conduct directed toward him and/or informing
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1 Defendants of his disabilities; and/or requesting time off due to his disabilities, and/or opposing
2 the harassment, discrimination and retaliation conduct directed toward him, as alleged herein.

3 148. Soon after engaging in such conduct, Defendants retaliated against Plaintiff, as
4 described herein.

5 149. Plaintiff's good faith complaint and opposition to practices forbidden by FEHA was
6 a substantial motivating factor in Defendants' unlawful conduct.

7 150. As a direct and consequential result of Defendants Deutsch and Interpublic's
8 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
9 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
10 losses in an amount to be proven at trial.

11 151. As a direct and consequential result of the actions and failures to act by Defendants
12 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
13 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
14 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
15 injuries to his mental and emotional well-being is an amount in excess of the minimum
jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

16 152. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
17 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
18 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
19 incurred in bringing this action.

20 153. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
21 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
22 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
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malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and Interpublic in an amount according to proof.

TENTH CAUSE OF ACTION
WHISTLEBLOWER RETALIATION
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

154. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

155. It is a fundamental public policy of the State of California, embodied in statutes including the Fair Employment and Housing Act (FEHA), that employees have the right to work free from unlawful discrimination and harassment and that they shall not suffer retaliation for opposing such unlawful conduct or for disclosing a disability, being perceived as having a disability, or serious health condition.

156. California Labor Code section 1102.5 makes it unlawful for an employer from retaliating against an employee who discloses information to a person with authority over the employee or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

157. Labor Code 1102.5 also prohibits Defendants, or any person acting on behalf of Defendants, from retaliating against an employee because Defendants believes that the employee disclosed or may disclose information to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying

1 before, any public body conducting an investigation, hearing, or inquiry, if the employee has
2 reasonable cause to believe that the information discloses a violation of state or federal statute, or
3 a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
4 whether disclosing the information is part of the employee's job duties.

5 158. At all relevant times, Defendants Deutsch and Interpublic was Plaintiff's employer,
6 and Plaintiff was Defendants Deutsch and Interpublic's employee as those terms are defined under
7 the Labor Code.

8 159. As alleged hereinabove, Plaintiff disclosed to Defendants' Human Resources
9 Department, and Defendants' supervisors, the illegal discrimination, harassment, and retaliation
10 that was taking place in violation of state and federal laws.

11 160. All of the individuals that Plaintiff disclosed the illegal behavior to either had
12 authority over Plaintiff or the authority to investigate, discover, or correct the violations.

13 161. Defendants Deutsch and Interpublic responded to Plaintiff's reports of legal
14 violations and noncompliance by subjecting him to adverse employment actions, as described
15 herein.

16 162. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered, and
17 continues to suffer, substantial damages including, but not limited to, back wages, future wages,
18 lost benefits, emotional distress, and other pecuniary and non-pecuniary losses in an amount to be
19 proven at trial.

20 163. As a further direct and proximate result of Defendants' conduct, Plaintiff has
21 suffered loss of financial stability, peace of mind and future security, and has suffered
22 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to
23 Plaintiff's detriment and damage in amount not fully ascertained but with the jurisdiction of this

1 court and subject to proof at the time of trial.

2 164. Plaintiff is informed and believes, and thereon alleges that the employees, officers,
3 directors, and/or managing agents of Defendants acted intentionally with malice and oppression,
4 as their unlawful acts were carried out with full knowledge of the extreme risk of injury, involved,
5 and with willful and conscious disregard for Plaintiff's rights. They also acted fraudulently, as
6 they willfully concealed the fact that Plaintiff's employment rights were being violated, with the
7 intent to deprive Plaintiff of employment benefits. Accordingly, an award of punitive damages is
8 warranted in an amount to be determined at the time of trial.

9 165. Plaintiff is informed and believes and thereon alleges that the actions of
10 Defendants' employees, officers, directors, and/or managing agents were undertaken with the prior
11 approval, consent, and authorization of Defendants and were subsequently authorized and ratified
12 by it as well by the and through its officers, directors, and/or managing agents.

13 166. Pursuant to Labor Code §1102.5(f) and in addition to the foregoing, Plaintiff is
14 entitled to the imposition and recovery of a civil penalty of \$10,000.00 for each violation.

15 **ELEVENTH CAUSE OF ACTION**
16 **FAILURE TO WARN AND NEGLIGENT SUPERVISION;**
17 **(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)**

18 167. Plaintiff hereby incorporates by reference all other allegations contained in this
19 Complaint as though fully set forth herein.

20 168. Defendants had a duty to provide reasonable supervision of Plaintiff's managers
21 and supervisors, to use reasonable care in investigating Plaintiff's managers and supervisors, and
22 to provide adequate warning to Plaintiff of Plaintiff's managers and supervisor's unfitness.

23 169. Defendants are liable for failing to warn and/or negligent supervision if it knew or
24 should have known of Plaintiff's managers and supervisor's alleged misconduct and did not act in
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1 a reasonable manner. See *Lopez v. Watchtower Bible & Tract Society of New York, Inc.* (2016)
2 246 Cal.App.4th 566, 591.

3 170. Here, Defendants knew or should have known that Plaintiff's managers and
4 supervisors were unfit due to the fact that Plaintiff as alleged herein repeatedly complained to
5 management and HR about Plaintiff's managers and supervisors unlawful conduct, thereby
6 creating an extreme risk of harassment, discrimination and retaliation being perpetrated against
7 Plaintiff.

8 171. Upon information and belief, Defendants failed to provide reasonable supervision
9 of Plaintiff's managers and supervisors, failed to use reasonable care in investigating Plaintiff's
10 managers and supervisors, and failed to provide adequate warning to Plaintiff of Plaintiff's
11 managers and supervisors' unfitness.

12 172. As a direct and consequential result of Defendants Deutsch and Interpublic's
13 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
14 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
15 losses in an amount to be proven at trial.

16 173. As a direct and consequential result of the actions and failures to act by Defendants
17 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
18 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
19 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
20 injuries to his mental and emotional well-being is an amount in excess of the minimum
21 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

22 174. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
23 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled

1 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
2 incurred in bringing this action.

3 175. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
4 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
5 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
6 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
7 Interpublic in an amount according to proof.

8 **TWELFTH CAUSE OF ACTION**
9 **RETALIATION FOR TAKING OR REQUESTING SICK LEAVE**
10 **(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)**

11 176. Plaintiff hereby incorporates by reference all other allegations contained in this
12 Complaint as though fully set forth herein.

13 177. Pursuant to Labor Code §§233 and 246.5 et. seq., an employer who provides sick
14 leave for its employees shall permit its employees to use the employee's accrued and available
15 sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative
16 care for, an employee or an employee's family member. Additionally, Labor Code §233 provides
17 that "[a]n employer shall not deny an employee the right to use sick leave or discharge, threaten
18 to discharge, demote, suspend, or in any manner discriminate against an employee for using, or
19 attempting to exercise the right to use, sick leave to attend to an illness."

20 178. Labor Code §234 provides in relevant part: "An employer absence control policy
21 that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in
22 discipline, discharge, demotion, or suspension is a per se violation of Section 233."

23 179. Plaintiff attempted to take, requested, and/or took paid sick leave to care for himself
24 and, in doing so, had protected status under the Labor Code.

180. Defendants terminated Plaintiff, in part based on the fact that he called out of work sick during his employment with Defendants and to obtain a medical documentation regarding a leave of absence.

181. Under Labor Code §246.5, an employer shall not deny the use of paid sick leave and shall not take adverse action against the employee for taking and/or requesting paid sick leave. Further, there is a rebuttable presumption of unlawful retaliation, under Labor Code §246.5, if the denial of the right and/or taking of the adverse action is within thirty (30) days of various actions, which occurred in this case and for which Plaintiff seeks the presumption.

182. Plaintiff was subjected to a variety of adverse actions for his taking and/or requesting to utilize Sick Leave, including, but not limited to, discharging Plaintiff, subjecting Plaintiff to a hostile work environment, subjecting Plaintiff to false/unjustified reprimands, discriminating against Plaintiff, as well as other adverse actions.

183. As a direct and consequential result of Defendants Deutsch and Interpublic's actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary losses in an amount to be proven at trial.

184. As a direct and consequential result of the actions and failures to act by Defendants Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for injuries to his mental and emotional well-being is an amount in excess of the minimum jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

185. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged

1 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
2 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
3 incurred in bringing this action.

4 186. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
5 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
6 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
7 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
8 Interpublic in an amount according to proof.

9 187. Plaintiff seeks declaratory and injunctive relief, including public injunctive relief,
10 that Plaintiff's rights under Paid Sick Leave law pursuant to the Labor Code were violated, that
11 Defendants violated them, that training and education needs to occur to get Defendants to comply
12 with Paid Sick Leave law, and other forms of declaratory and injunctive relief.

13 **THIRTEENTH CAUSE OF ACTION**
14 **WRONGFUL TERMINATION IN VIOLATION OF FEHA**
15 **(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)**

16 188. Plaintiff hereby incorporates by reference all other allegations contained in this
17 Complaint as though fully set forth herein.

18 189. Government Code § 12940(a) specifically provides that it is an unlawful
19 employment practice "[f]or an employer, because of the race, religious creed, color, national
20 origin, ancestry, physical disability, mental disability, medical condition, sex, age, or sexual
21 orientation of any person, to refuse to hire or employ the person ... or to bar or to discharge the
22 person from employment or from a training program leading to employment ... "

23 190. Accordingly, in addition to various other unlawful acts taken by Defendant
24 Employer as against Plaintiff, as set forth in further detail herein, Defendants wrongfully
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1 discharged Plaintiff from his employment in violation of his rights protected by the FEHA (in
2 particular, Government Code § 12940(a)).

3 191. As a direct and consequential result of Defendants Deutsch and Interpublic's
4 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
5 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
6 losses in an amount to be proven at trial.

7 192. As a direct and consequential result of the actions and failures to act by Defendants
8 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
9 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
10 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
11 injuries to his mental and emotional well-being is an amount in excess of the minimum
12 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

13 193. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
14 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
15 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
16 incurred in bringing this action.

17 194. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
18 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
19 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
20 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
21 Interpublic in an amount according to proof.

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FOURTEENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

195. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

196. At all times relevant, Plaintiff was protected under California public policy which prevents discrimination, retaliation, and harassment based on age, religion, disability, and the exercise of rights under FEHA.

197. As alleged herein, Plaintiff was terminated for engaging in protected activity, including reporting unlawful harassment, discrimination and retaliation; informing Defendant that he suffered from a disability/serious health condition; requesting accommodations, requesting time off due to his disabilities; and opposing conduct he reasonably believed violated FEHA.

198. Defendants' decision to terminate Plaintiff violated the fundamental public policies of the State of California as codified in the Fair Employment and Housing Act (FEHA), among others.

199. As a direct and consequential result of Defendants Deutsch and Interpublic's actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary losses in an amount to be proven at trial.

200. As a direct and consequential result of the actions and failures to act by Defendants Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for

injuries to his mental and emotional well-being is an amount in excess of the minimum jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

201. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and costs, incurred in bringing this action.

202. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously, fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and Interpublic in an amount according to proof.

FIFTEENTH CAUSE OF ACTION
BREACH OF IMPLIED COVENANT OF GOOD FAITH & FAIR DEALING
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

203. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

204. At all relevant times, an implied-in-fact agreement existed between Plaintiff and Defendants pursuant to which Defendants promised that Plaintiff would not be terminated arbitrarily, capriciously, or in bad faith, but instead would be treated in accordance with Defendants' established employment policies, practices, and procedures—including those set forth in the IPG Code of Conduct, the Deutsch LA Employee Handbook, and Defendants' long-standing corrective-action and performance-management frameworks.

205. Defendants' own written policies expressly represent that:

a. employment decisions will be free of unlawful bias and retaliation;

- b. disciplinary actions, including performance improvement plans (“PIPs”) and terminations, will involve the employee’s direct supervisor and the Human Resources (“Talent”) Department;
- c. the corrective process will be collaborative, “flexible, responsive and progressive”; and
- d. employees will be given a fair opportunity to understand concerns, improve performance, and receive timely feedback.

206. These policies, taken together with Defendants’ consistent course of performance and practice, created a reasonable expectation—and thus an implied contractual obligation—that Defendants would engage in fair, good-faith procedures prior to imposing discipline or termination.

207. Defendants breached the implied covenant when they acted to unfairly frustrate Plaintiff’s rights under the employment agreement and its implied terms, including but not limited to the following:

- a. issuing a PIP through an individual (Barbara Zaucha) who was neither Plaintiff’s direct supervisor nor an HR professional, in plain violation of Defendants’ stated disciplinary-action procedures.
- b. Circumventing HR entirely, despite written policies requiring managerial/HR involvement before and during any PIP, probation extension, or termination.
- c. Failing to provide Plaintiff with any meaningful opportunity to improve, despite handbook assurances of a “progressive,” “responsive,” and “notice-based” corrective process.

- d. Failing to conduct any mid-PIP review, meeting, feedback session, or follow-up, and instead delivering the final decision abruptly and without warning.
- e. Purporting to rely on a missed “10:00 a.m. call” that Plaintiff had no knowledge of, thereby manufacturing a false rationale for termination.
- f. Terminating Plaintiff via a terse email, without a meeting, without HR presence, and while Plaintiff was out sick, contradicting Defendants’ assurances that employment decisions will be made with dignity, respect, transparency, and fairness.
- g. Failing to investigate or address discriminatory and harassing conduct—including comments relating to age and Jewish religion and exposure to offensive symbols—contrary to the explicit commitments in Defendants’ Code of Conduct and Handbook.
- h. Using the PIP and termination process as a pretext to remove Plaintiff for discriminatory and retaliatory motives, thereby acting in bad faith and contrary to Defendants’ stated commitment to bias-free employment decisions.

208. Plaintiff reasonably relied on Defendants’ express promises and written policies, which created an implied covenant that Defendants would not:

- a. engineer discipline or termination through irregular or unauthorized channels;
- b. deviate from established HR-supervised corrective procedures;
- c. deny Plaintiff genuine feedback, support, and opportunity to improve;
- d. engage in conduct that undermined the fairness and good-faith expectations inherent in the employment relationship.

1 209. Defendants' actions directly frustrated these expectations and deprived Plaintiff of
2 the benefits of the employment relationship—including continued employment based on fair and
3 lawful procedures.

4 210. As a direct and consequential result of Defendants Deutsch and Interpublic's
5 actions and omissions, Plaintiff has suffered and continue to suffer special damages, including, but
6 not limited to, back wages, future wages, lost benefits, and other pecuniary and non-pecuniary
7 losses in an amount to be proven at trial.

8 211. As a direct and consequential result of the actions and failures to act by Defendants
9 Deutsch and Interpublic alleged herein, Plaintiff has suffered injury to his mental and emotional
10 well-being; all of the type, nature, and extent ordinarily associated with the wrongful conduct
11 alleged against Defendants Deutsch and Interpublic herein. The value of Plaintiff's damages for
12 injuries to his mental and emotional well-being is an amount in excess of the minimum
13 jurisdictional threshold of this Court, the precise amount of which will be proven at trial.

14 212. By reason of the conduct of by Defendants Deutsch and Interpublic as alleged
15 herein, Plaintiff has retained attorneys to prosecute the present action. Plaintiff is therefore entitled
16 to reasonable attorney's fees and litigation expenses, including expert witness fees and costs,
17 incurred in bringing this action.

18 213. Defendants Deutsch and Interpublic engaged in the acts alleged herein maliciously,
19 fraudulently, and oppressively; with the wrongful intention of injuring Plaintiff; with the conscious
20 disregard of the rights and safety of Plaintiff; and with an improper and evil motive amounting to
21 malice. Plaintiff is thus entitled to recover punitive damages from Defendants Deutsch and
22 Interpublic in an amount according to proof.

SIXTEENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, ET SEQ.)
(Against Defendants Deutsch, Interpublic, and DOES 1 through 50, Inclusive)

214. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

215. Plaintiff brings this cause of action on behalf of himself pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.6.

216. At all relevant times, Plaintiff was an “aggrieved employee” within the meaning of Labor Code § 2699(c) because he was employed by Defendants and personally suffered one or more of the Labor Code violations alleged herein.

217. Defendants were and are “employers” within the meaning of Labor Code § 2699(b).

218. On December 3, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants pursuant to Labor Code § 2699.3(a), identifying the specific provisions of the Labor Code alleged to have been violated and the facts and theories supporting those violations.

219. More than sixty-five (65) days have elapsed since the notice was submitted to the LWDA, and Plaintiff has satisfied all administrative prerequisites required to commence this representative PAGA action.

220. Labor Code §§ 233 and 246.5 prohibit employers from denying the right to use accrued sick leave or taking adverse action against an employee for using or attempting to use such leave.

221. Labor Code § 234 prohibits employers from maintaining absence-control policies that count protected sick leave as an absence that may lead to discipline, discharge, demotion, or suspension.

222. Defendants disciplined, retaliated against, and ultimately terminated Plaintiff for taking or attempting to take protected sick leave, including medically necessary leave related to stress-induced health conditions.

223. Defendants treated Plaintiff's protected sick leave as negative performance, extended his Performance Improvement Plan based on medically necessary absences, and used protected leave as a basis for termination.

224. Such conduct constitutes violations of Labor Code §§ 233, 234, and 246.5.

225. Labor Code § 98.6 prohibits employers from discharging or otherwise discriminating against an employee for exercising rights under the Labor Code or for making complaints related to Labor Code violations.

226. Plaintiff exercised rights protected under the Labor Code, including the right to take sick leave and the right to complain about violations of California law.

227. Defendants retaliated against Plaintiff by escalating discipline, extending probationary measures, and terminating his employment.

228. Such conduct constitutes violations of Labor Code § 98.6.

229. Labor Code § 1102.5 prohibits retaliation against an employee for disclosing information to a person with authority over the employee or to another employee who has authority to investigate, discover, or correct a violation, where the employee reasonably believes the information discloses a violation of law.

230. Plaintiff disclosed unlawful discrimination, harassment, retaliation, and statutory violations to Human Resources and supervisory personnel.

231. Plaintiff reasonably believed that the conduct he reported violated state and federal law.

232. Defendants subjected Plaintiff to adverse employment actions, including termination, because of these disclosures.

233. Such conduct constitutes violations of Labor Code § 1102.5.

234. Plaintiff seeks to recover civil penalties on behalf of himself pursuant to Labor Code § 2699(a).

235. Pursuant to Labor Code § 2699(f), Plaintiff seeks civil penalties for each violation of the Labor Code provisions identified above, including: Initial violation penalties; Subsequent violation penalties; and, Statutory penalties provided in §§ 98.6 and 1102.5;

236. Plaintiff also seeks reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER

WHEREFORE, plaintiff prays for judgment against defendants as follows:

1. For economic and non-economic damages according to proof;
2. For exemplary damages;
3. For special damages according to proof;
4. For emotional distress damages;
5. For appropriate injunctive and declaratory relief;
6. For punitive and exemplary damages on all applicable causes of action in amounts sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;
7. For pre-judgment and post-judgment interest on all damages awarded;
8. For reasonable attorneys' fees;
9. For costs of suit incurred;
10. For civil penalties pursuant to Labor Code §§ 2698–2699.6;
11. For attorneys' fees and costs pursuant to Labor Code § 2699(g);

1 12. For allocation of penalties pursuant to Labor Code § 2699(i).

2 13. For such other and further relief as the Court may deem just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demand a jury trial as provided by § 631 of the California Code of
5 Civil Procedure.

6 Dated: February 19, 2026

LAW OFFICES OF MORRIS NAZARIAN, APC

7 *Morris Nazarian*
8 _____

9 Morris Nazarian, Esq.
10 Attorney for Plaintiff,