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CHRISTOPHER STRAWDER

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

CHRISTOPHER STRAWDER, an individual,
Plaintiff,

v.

NMG LONG BEACH, LLC, a California
limited liability company doing business as
ShowGrow Long Beach and BaM Body and
Mind; DEP NEVADA INC., a Nevada
corporation; BODY AND MIND INC., a
Nevada corporation; SGC RETAIL
PARTNERS LLC, a Nevada limited liability
company; and DOES 1 through 50, inclusive,
Defendants.

CASE NO: **26STCV28453**

COMPLAINT FOR DAMAGES

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

1. RACE DISCRIMINATION IN VIOLATION OF FEHA
2. SEX/GENDER DISCRIMINATION IN VIOLATION OF FEHA
3. RACE-BASED HARASSMENT IN VIOLATION OF FEHA
4. SEXUAL HARASSMENT IN VIOLATION OF FEHA
5. RETALIATION IN VIOLATION OF FEHA
6. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5
7. RETALIATION IN VIOLATION OF LABOR CODE § 98.6
8. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION

1 9. WRONGFUL TERMINATION IN
2 VIOLATION OF PUBLIC POLICY
3 10. CIVIL PENALTIES UNDER THE
4 PRIVATE ATTORNEYS GENERAL
5 ACT (LABOR CODE §§ 2698, ET SEQ.)

6 **DEMAND FOR JURY TRIAL**

7
8 Plaintiff CHRISTOPHER STRAWDER (“Plaintiff”), by and through his attorneys of
9 record, alleges as follows:

10 **PARTIES**

11 1. Plaintiff CHRISTOPHER STRAWDER (“Plaintiff”) is, and at all times mentioned
12 in this Complaint was, a resident of the County of Los Angeles, California.

13 2. Defendant NMG LONG BEACH, LLC (“NMG”) is, and at all times mentioned in
14 this Complaint was, a California limited liability company doing business under the fictitious
15 business names ShowGrow Long Beach and BaM Body and Mind, authorized to operate by the
16 State of California, and qualified to do business and doing business in the County of Los Angeles.

17 3. Defendant DEP NEVADA INC. (“DEP”) is, and at all times mentioned in this
18 Complaint was, a Nevada corporation. Plaintiff is informed and believes, and thereon alleges, that
19 DEP is authorized to operate by the State of California, is qualified to do business and doing
20 business in the County of Los Angeles, and was an employer of Plaintiff.

21 4. Defendant BODY AND MIND INC. (“BODY AND MIND”) is, and at all times
22 mentioned in this Complaint was, a Nevada corporation. Plaintiff is informed and believes, and
23

1 thereon alleges, that BODY AND MIND is authorized to operate by the State of California, is
2 qualified to do business and doing business in the County of Los Angeles, and was an employer
3 of Plaintiff.

4 5. Defendant SGC RETAIL PARTNERS LLC (“SGC”) is, and at all times mentioned
5 in this Complaint was, a Nevada limited liability company. Plaintiff is informed and believes, and
6 thereon alleges, that SGC is authorized to operate by the State of California, is qualified to do
7 business and doing business in the County of Los Angeles, and was an employer of Plaintiff.

8 6. Defendants DOES 1 through 50, inclusive, are sued under fictitious names pursuant
9 to California Code of Civil Procedure section 474. Plaintiff is ignorant of the true names and
10 capacities of said Defendants and will seek leave of this Court to amend this Complaint to insert
11 their true names and capacities when the same have been ascertained. Plaintiff is informed and
12 believes, and on that basis alleges, that each of the fictitiously named DOE Defendants is in some
13 manner legally responsible for the wrongs, discrimination, harassment, retaliation, and damages
14 alleged herein.

15 7. Plaintiff is informed and believes, and on that basis alleges, that at all times
16 mentioned in this Complaint, Defendants, and each of them, including DOES 1 through 50, were
17 the agents, servants, partners, joint venturers, and employees of each of the remaining Co-
18 Defendants. In taking the actions mentioned below, each Defendant was acting within the course
19 and scope of their authority as such agent, servant, partner, joint venturer, and employee, and with
20 the full operational knowledge, permission, and consent of the remaining Co-Defendants. Plaintiff
21 further alleges that all actions of all Defendants were taken by employees, supervisors, executives,
22 officers, and directors during their employment with Defendants, were taken on behalf of all
23 Defendants, and were engaged in, authorized, ratified, and approved by all other Co-Defendants.

1 8. ALTER EGO LIABILITY: Plaintiff is informed and believes, and on that basis
2 alleges, that Defendants exercised domination, unified managerial control, and financial control
3 over one another to such an extent that any individuality, distinction, or separateness of Defendants
4 does not, and at all times herein mentioned did not, exist. Defendants operated as the alter egos of
5 one another. Plaintiff alleges that adherence to the fiction of the separate legal existence of
6 Defendants would permit an abuse of the corporate privilege, would sanction fraud, and would
7 promote injustice.

8 9. INTEGRATED ENTERPRISE & JOINT EMPLOYERS: Plaintiff is informed and
9 believes, and thereon alleges, that at all relevant times, Defendants NMG LONG BEACH, LLC,
10 DEP NEVADA INC., BODY AND MIND INC., and SGC RETAIL PARTNERS LLC operated
11 as a single, unified, integrated economic enterprise, and/or otherwise functioned as joint employers
12 of Plaintiff. Defendants share an identical principal corporate executive headquarters address at
13 6420 Sunset Corporate Dr., Las Vegas, NV 89120, maintain deeply interrelated business
14 operations, and share centralized control over labor relations, workplace handbook policies, HR
15 administration, and personnel files. Specifically, Stephen "Trip" Hoffman acts simultaneously as
16 a Director of Defendant BODY AND MIND INC., and as the Chief Executive Officer, Chief
17 Financial Officer, and Secretary of Defendant DEP NEVADA INC. Accordingly, Defendants, and
18 each of them, both directly and indirectly controlled the terms, conditions, and privileges of
19 Plaintiff's employment and constitute an employer as defined under the Fair Employment and
20 Housing Act ("FEHA") at California Government Code section 12926(d).

21 10. Plaintiff alleges that Defendants, and each of them, actively compelled, coerced,
22 aided, and/or abetted the unlawful retaliation, discrimination, and harassment alleged in this
23 Complaint, which conduct is strictly prohibited under California Government Code section

12940(i).

JURISDICTION AND VENUE

11. This Court has jurisdiction over this action as an Unlimited Civil Case because the relief sought and amount in controversy demanded by Plaintiff exceed the jurisdictional minimum of \$35,000.00, exclusive of pre-judgment interest, statutory penalties, and attorneys' fees.

12. Venue is proper in the Superior Court of the State of California for the County of Los Angeles pursuant to California Code of Civil Procedure section 395(a) and Government Code section 12965. The unlawful employment practices, discrimination, hostile work environment harassment, retaliation, and wrongful termination alleged herein were committed against Plaintiff within this County, and the contract of employment was entered into and primarily performed within this County.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

13. Plaintiff has fully exhausted all administrative remedies required under the California Fair Employment and Housing Act (FEHA), California Government Code section 12900 *et seq.* On or about December 19, 2025, Plaintiff, through counsel, filed a formal Complaint of Discrimination with the California Civil Rights Department (CRD) against Defendants. On December 19, 2025, the CRD issued an immediate Notice of Case Closure and Right to Sue to Plaintiff under CRD Matter Number: 202512-32700817. This civil action has been timely filed within one year from the issuance date of said Notice.

14. Plaintiff has fully complied with the administrative exhaustion and notice protocols required under the Private Attorneys General Act of 2004 (PAGA), California Labor Code section 2699.3. On March 2, 2026, Plaintiff, through counsel, submitted a formal Notice of Recovery of Civil Penalty via online filing to the California Labor and Workforce Development Agency

1 (LWDA) and served identical copies via Certified U.S. Mail and email to Defendants. The written
2 notice detailed the specific facts, theories, and statutory provisions of the California Labor Code
3 violated by Defendants. The statutory period for the LWDA to notice its intent to investigate has
4 passed without an agency takeover, thereby authorizing Plaintiff to bring a private representative
5 civil action under PAGA.

6 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 15. On or about February 2025, Plaintiff was hired by Defendants as a non-exempt
8 Guest Experience Associate/Budtender at Defendants' retail dispensary storefront operating under
9 the trade names ShowGrow Long Beach and BaM Long Beach. Throughout his employment,
10 Plaintiff generally performed his job duties competently, worked approximately 42 hours per
11 week, and was paid an hourly wage ranging from \$17.10 to \$17.50 per hour.

12 16. Plaintiff is an African American male and is a member of protected classes under
13 the California Fair Employment and Housing Act (FEHA), including protected classifications
14 based on his race, color, and sex/gender.

15 17. Plaintiff's race is closely associated with specific natural hair textures and
16 protective grooming practices. In accordance with these cultural hair-care practices, Plaintiff
17 routinely wore a protective fabric head covering (a hair bonnet) to work to preserve and protect
18 his natural hair texture.

19 18. After wearing the protective bonnet to work, Plaintiff was confronted by his
20 supervisor, General Manager Jessica Gonzales ("Gonzales"). Gonzales summarily instructed
21 Plaintiff that he was no longer permitted to wear the bonnet on the showroom floor because it did
22 not "look professional." Plaintiff explicitly informed Gonzales that his bonnet was directly
23 associated with his race and natural hair texture. Gonzales refused to accommodate Plaintiff and

maintained the ban. Plaintiff alleges that this grooming enforcement selectively targeted a protective hair practice uniquely associated with Black hair, and that Defendants' invocation of "professionalism" was a racially discriminatory proxy utilized to penalize Plaintiff's race.

19. Immediately after Defendants prohibited Plaintiff from wearing his protective hair bonnet, Plaintiff was exposed to a wave of severe, unwelcome, and degrading customer harassment targeted at his exposed natural hair. Multiple customers repeatedly entered Plaintiff's personal space without consent, reached out and touched his hair, stared at him in an inappropriate, leering manner, and made deeply disturbing, sexually suggestive, and racially demeaning comments. On one distinct occasion, a customer explicitly stated to Plaintiff, "I wish I could cut your hair off and play with it."

20. After Plaintiff was prohibited from wearing his bonnet, he was repeatedly subjected to unwelcome harassment by customers directed at his hair and appearance, which took on a racial, sexualized and degrading nature. Customers routinely invaded Plaintiff's personal space without consent, touched his hair, stared at him in a leering and inappropriate manner, and made disturbing and sexually suggestive comments. On one occasion, a customer stated, "I wish I could cut your hair off and play with it," among other similar remarks.

21. Plaintiff formally reported this severe customer harassment to Gonzales. Despite having actual knowledge of this hostile work environment, Gonzales failed to launch an investigation, implement safety measures, or warn the clientele. Instead, Gonzales dismissively told Plaintiff that if he felt uncomfortable, he could "simply walk away from the customers." No customers were ever disciplined or banned in response to Plaintiff's reports.

22. In stark contrast, a separate incident occurred in which a customer had a hostile interaction with one of Plaintiff's Caucasian coworkers and directed an explicit slur toward her.

1 When that Caucasian coworker complained, Gonzales immediately intervened and permanently
2 banned the customer from the premises. The distinct disparity between Defendants' immediate
3 protection of a Caucasian employee and their complete failure to investigate or protect Plaintiff
4 demonstrates unequal enforcement of workplace safety policies based directly on race and gender.

5 23. In late June 2025, Defendants administered a mandatory corporate sexual
6 harassment training module to the staff. Shortly thereafter, a male coworker named Cris Castillo
7 approached Plaintiff behind the sales counter near register 3 and asked Plaintiff an explicitly sexual
8 question: "Do you wanna see some booty?" After Plaintiff firmly rejected the sexual advance,
9 Castillo proceeded to display explicit, inappropriate photographs of a woman on his personal cell
10 phone to the security guard on duty, Jaime.

11 24. On July 4, 2025, at approximately 11:33 a.m., Gonzales initiated a text message
12 exchange with Plaintiff, instructing him not to use company time to look for another job. Plaintiff
13 immediately apologized and desisted from the conduct. Seizing the opportunity to report the
14 hostile work environment, Plaintiff text-replied to Gonzales: "There's a few things I wanted to talk
15 to you about, with some customers and co workers... Yeah I'm uncomfortable being asked 'do you
16 wanna see some booty?' As well as a few other inappropriate comments/conversations. Especially
17 since we just completed a sexual harassment training."

18 25. Gonzales text-replied that she would report the incident to HR, but within the exact
19 same text exchange, she rapidly escalated a punitive paper trail, text-threatening Plaintiff: "*I forgot*
20 *to tell you that I'm gonna write you up the next time I see you for mis use of company time and not*
21 *following procedures and policies.*" Plaintiff alleges that this immediate threat of discipline,
22 coming hours after his disclosure of sexual harassment, constitutes explicit statutory retaliation.

23 26. Following this protected disclosure, Defendants rapidly manufactured a series of
24

1 highly irregular, back-to-back disciplinary write-ups dated July 7, 2025, to build a fraudulent paper
2 trail. The first July 7 write-up accused Plaintiff of "misuse of company time." The second July 7
3 write-up accused Plaintiff of "insubordination," alleging that he created an environment where
4 coworkers felt "uncomfortable."

5 27. Crucially, both July 7, 2025 write-ups were completely concealed from Plaintiff.
6 Plaintiff was never presented with these documents, was never given an opportunity to review or
7 sign them, and was entirely blocked from defending himself against the allegations. Plaintiff only
8 discovered the existence of these fabricated records after his termination.

9 28. On July 8, 2025, Gonzales called Plaintiff and abruptly told him, "We don't need
10 you today." When Plaintiff explained that he desperately needed his scheduled hours, Gonzales
11 stated, "We don't need you to come in, I got to go," and hung up the phone, effectively slashing
12 Plaintiff's work hours without cause.

13 29. The following morning, Wednesday, July 9, 2025, Plaintiff discovered that a final
14 paycheck had been direct-deposited into his bank account. Plaintiff immediately called Gonzales
15 to seek clarification. Gonzales stated, "*We are no longer going to be continuing your employment*
16 *here.*" When Plaintiff asked for the specific reason for his termination, Gonzales retaliated by
17 stating, "*I don't have to give you an explanation,*" and hung up the phone.

18 30. Plaintiff alleges that the close temporal proximity between his protected harassment
19 complaints on July 4, the sudden reduction of his work hours on July 8, and his abrupt termination
20 on July 9 demonstrates a coordinated, retaliatory motive. Plaintiff is informed and believes, and
21 thereon alleges, that Defendants' reasons for his termination is a complete legal pretext, as
22 evidenced by concealment of his July 7, 2025 write-ups and the fact that other similarly situated
23 employees who routinely took breaks or had minor attendance deviations were not subjected to

hyper-scrutiny, discipline, or termination.

CLAIMS FOR RELIEF
FIRST CAUSE OF ACTION
RACE DISCRIMINATION IN VIOLATION OF THE FAIR EMPLOYMENT
AND HOUSING ACT
(California Government Code § 12940(a))
(Against All Defendants and DOES 1 through 50, Inclusive)

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

32. At all times mentioned, the California Fair Employment and Housing Act (FEHA), pursuant to California Government Code section 12940(a), strictly prohibits an employer from discriminating against an employee in compensation or in terms, conditions, or privileges of employment because of the employee's race or color.

33. Under the California CROWN Act (Creating a Respectful and Open World for Natural Hair), statutory protections against race discrimination explicitly encompass traits historically associated with race, including hair texture and protective hairstyles, such as braids, locks, twists, and culturally necessary protective hair coverings or hair bonnets.

34. At all times mentioned, Plaintiff was an employee of Defendants and performed his job duties competently, satisfying all legitimate baseline business expectations of his position.

35. Defendants subjected Plaintiff to adverse employment actions, including but not limited to:

- a. Prohibiting and penalizing his protective hair-care grooming practices under a pretextual standard of "professionalism";
- b. Subjecting him to heightened scrutiny and hyper-surveillance regarding timecard metrics that were routinely condoned for non-Black employees;

- c. Arbitrarily reducing his scheduled work hours; and
- d. Terminating his employment on July 9, 2025.

36. Plaintiff's race and color were a substantial motivating factor in Defendants' decision to subject him to these adverse employment actions. Defendants' discriminatory animus is evidenced by the stark disparity in treatment between Plaintiff and his Caucasian counterparts, the immediate escalation of standard discipline following his race-related objections, and the fact that General Manager Jessica Gonzales' intentionally hid underlying disciplinary documents to construct a secret termination record.

37. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff has suffered and continues to suffer substantial economic losses, including lost wages, back pay, front pay, bonuses, and other employment benefits in an amount to be proven at trial.

38. As a further direct and proximate result of Defendants' discriminatory conduct, Plaintiff has suffered and continues to suffer emotional distress, mental anguish, humiliation, anxiety, and loss of enjoyment of life, all to his damage in an amount to be proven at trial.

39. Plaintiff is informed and believes, and thereon alleges, that the conduct of Defendants' managerial and supervisory employees was willful, malicious, oppressive, and fraudulent, and carried out with a conscious disregard for Plaintiff's civil rights, thereby justifying an award of punitive and exemplary damages against Defendants in an amount to be proven at trial.

40. Plaintiff has been compelled to retain legal counsel to prosecute this action and is entitled to an award of reasonable attorneys' fees and litigation costs pursuant to California Government Code section 12965.

SECOND CAUSE OF ACTION
SEX/GENDER DISCRIMINATION IN VIOLATION OF THE FAIR
EMPLOYMENT AND HOUSING ACT
(California Government Code § 12940(a))
(Against All Defendants and DOES 1 through 50, Inclusive)

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

42. At all times mentioned, California Government Code section 12940(a) strictly prohibits an employer from discriminating against an employee in the terms, conditions, or privileges of employment based on the employee's sex or gender.

43. Throughout his employment, Plaintiff performed his job duties competently and was an employee qualified to retain his position.

44. Defendants subjected Plaintiff to adverse employment actions, including a hostile work environment, selective and discriminatory enforcement of workplace rules, reduction of hours, and termination.

45. Plaintiff's sex and gender were a substantial motivating factor in Defendants' adverse employment actions. Defendants maintained an explicitly disparate operational standard for protecting employees based on gender. Specifically, when a female coworker reported customer-driven hostility, General Manager Jessica Gonzales immediately intervened and banned the offending customer. Conversely, when Plaintiff reported aggressive personal space violations and sexualized/racialized hair-touching by customers, Gonzales told Plaintiff to "simply walk away," refusing to take baseline safety steps.

46. As a direct and proximate result of Defendants' disparate and discriminatory treatment based on sex and gender, Plaintiff has suffered and continues to suffer substantial economic losses, including lost earnings and benefits, in an amount to be proven at trial.

1 47. As a further direct and proximate result of Defendants' conduct, Plaintiff has
2 suffered emotional distress, embarrassment, and humiliation, in an amount to be proven at trial.

3 48. The discriminatory practices of Defendants' management were oppressive,
4 malicious, and fraudulent, executed with conscious disregard for Plaintiff's right to a
5 discrimination-free workplace, thereby warranting an award of punitive damages.

6 49. Plaintiff is entitled to an award of reasonable attorneys' fees and costs of suit
7 pursuant to California Government Code section 12965.

8 **THIRD CAUSE OF ACTION**

9 **RACE-BASED HARASSMENT / HOSTILE WORK ENVIRONMENT IN**
10 **VIOLATION OF FEHA**

11 **(California Government Code § 12940(j))**
12 **(Against All Defendants and DOES 1 through 50, Inclusive)**

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

15 51. California Government Code section 12940(j) strictly prohibits an employer, or any
16 other person, from harassing an employee because of their race or color, or creating an
17 intimidating, hostile, or offensive working environment. Under the California CROWN Act, this
18 protection explicitly covers physical or verbal traits historically associated with race, including
19 hair texture and protective hairstyles or coverings.

20 52. During his employment, Plaintiff was subjected to a continuous pattern of severe,
21 pervasive, unwelcome, and offensive racial harassment by customers. This harassment specifically
22 targeted his natural hair texture and appearance, and included customers invading his personal
23 space, touching his hair without consent, and making racially demeaning remarks, such as, *"I wish*
24 *I could cut your hair off and play with it."*

25 53. The race-based harassment Plaintiff experienced was objectively and subjectively

1 severe or pervasive, altered the conditions of his employment, and created a hostile, abusive, and
2 humiliating working environment that compromised his personal safety.

3 54. Defendants, including General Manager Jessica Gonzales, had actual and
4 constructive knowledge of the severe racial harassment because Plaintiff formally reported the
5 incidents. Despite this knowledge, Defendants failed to take immediate, prompt, or effective
6 corrective action. Instead, management dismissively told Plaintiff to "simply walk away," while
7 failing to launch investigations, warn clientele, or ban any offending customers.

8 55. As a direct and proximate result of Defendants' failure to maintain a harassment-
9 free workplace, Plaintiff suffered emotional distress, anxiety, humiliation, and a loss of earnings
10 and employment benefits in an amount to be proven at trial.

11 56. The conduct of Defendants' managers and supervisors was malicious, oppressive,
12 and executed with reckless disregard for Plaintiff's civil rights, thereby entitling Plaintiff to
13 punitive and exemplary damages.

14 57. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to
15 California Government Code section 12965

16 **FOURTH CAUSE OF ACTION**
SEXUAL HARASSMENT / HOSTILE WORK ENVIRONMENT IN VIOLATION OF
FEHA

17 **(California Government Code § 12940(j).)**
(Against All Defendants and DOES 1 through 50, Inclusive)

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

20 59. California Government Code section 12940(j) strictly prohibits sexual harassment
21 in the workplace, including unwelcome sexual advances, verbal or physical conduct of a sexual
22 nature, or the display of sexually explicit materials, by supervisors, coworkers, or agents of an
23

1 employer.

2 60. During his employment, Plaintiff was subjected to severe, unwelcome, and
3 offensive verbal and visual sexual harassment. On or about July 3, 2025, following a mandatory
4 corporate sexual harassment training, coworker Cris Castillo approached Plaintiff behind the
5 counter and explicitly asked, "*Do you wanna see some booty?*" Upon Plaintiff's rejection, Castillo
6 proceeded to display sexually explicit photographs to the security guard on duty. Plaintiff was also
7 repeatedly subjected to sexualized and leering customer advances targeting his physical
8 appearance.

9 61. This sexual harassment was severe or pervasive, unwelcome, and created an
10 intimidating, hostile, and offensive working environment that interfered with Plaintiff's ability to
11 perform his job duties.

12 62. Defendants had immediate, actual notice of the sexual harassment because Plaintiff
13 reported it in writing to General Manager Jessica Gonzales on July 4, 2025. Defendants failed to
14 take immediate, appropriate, or effective corrective action. Plaintiff is informed and believes that
15 no disciplinary action or write-up was issued to Castillo.

16 63. As a direct and proximate result of Defendants' failure to remediate coworker and
17 customer sexual harassment, Plaintiff suffered emotional distress, mental anguish, and economic
18 damages in lost wages and benefits to be proven at trial.

19 64. Defendants' knowing ratification and open tolerance of workplace sexual
20 harassment was oppressive, fraudulent, and malicious, warranting an award of punitive damages.

21 65. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to
22 California Government Code section 12965.
23

FIFTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT
(California Government Code § 12940(h).)
(Against All Defendants and DOES 1 through 50, Inclusive)

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

67. At all times mentioned, California Government Code section 12940(h) strictly prohibits an employer from discriminating, reprimanding, demoting, reducing hours, or terminating any employee because that employee has opposed any practices forbidden under FEHA, or because the employee has filed a complaint, testified, or assisted in any proceeding regarding workplace discrimination, harassment, or civil rights violations.

68. On or about July 4, 2025, Plaintiff engaged in protected activity under FEHA by submitting a formal, written report via text message to General Manager Jessica Gonzales, opposing the severe coworker sexual harassment he experienced on July 3, 2025, as well as the ongoing race-based customer harassment targeting his natural hair texture and protective grooming practices.

69. Immediately following Plaintiff's protected activity, Defendants subjected Plaintiff to a series of adverse employment actions, including but not limited to:

70. Issuing immediate verbal and text-based threats of disciplinary write-ups within hours of his complaint on July 4, 2025;

71. Fabricating a fraudulent, back-dated paper trail on July 7, 2025, consisting of two bad-faith write-ups for "misuse of company time" and "insubordination" which were intentionally hidden from Plaintiff;

72. Abruptly slashing Plaintiff's scheduled work hours on July 8, 2025; and

73. Terminating Plaintiff's employment on July 9, 2025.

1 74. Plaintiff's protected activity was a substantial motivating factor in Defendants'
2 decision to subject him to these adverse employment actions. The close, rapid temporal proximity
3 of less than five days between his protected report and his termination supports a definitive
4 inference of a retaliatory motive.

5 75. Defendants stated reasons for the adverse actions are entirely pretextual.

6 76. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has
7 suffered and continues to suffer substantial economic losses, including lost back pay, front pay,
8 bonuses, and other employment benefits in an amount to be proven at trial.

9 77. As a further direct and proximate result of Defendants' conduct, Plaintiff has
10 suffered emotional distress, anxiety, humiliation, and mental suffering, all to his damage in an
11 amount to be proven at trial.

12 78. The retaliatory actions taken by Defendants' management were oppressive,
13 malicious, and fraudulent, executed with conscious disregard for Plaintiff's statutory civil rights,
14 thereby warranting an award of punitive and exemplary damages.

15 79. Plaintiff is entitled to an award of reasonable attorneys' fees and litigation costs
16 pursuant to California Government Code section 12965.

17 **SIXTH CAUSE OF ACTION**
18 **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**
19 **(California Labor Code § 1102.5)**
20 **(Against All Defendants and DOES 1 through 50, Inclusive)**

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

23 81. California Labor Code section 1102.5(b) strictly prohibits an employer, or any
24 person acting on behalf of an employer, from retaliating against an employee for disclosing
25 information to a person with authority over the employee, or to another employee who has the

1 authority to investigate, discover, or correct the violation, if the employee has reasonable cause to
2 believe that the information discloses a violation of state or federal statute, or a violation of or
3 noncompliance with a local, state, or federal rule or regulation.

4 82. In addition to other complaints made by Plaintiff, on or about July 4, 2025, Plaintiff
5 disclosed a violation of state law to a person with authority over him when he text-complained to
6 General Manager Jessica Gonzales regarding specific acts of workplace sexual harassment and
7 race-based harassment. Plaintiff possessed a reasonable, good-faith belief that the underlying
8 conduct violated California's statutory prohibitions against hostile work environments, workplace
9 harassment, and discrimination under FEHA.

10 83. Because Plaintiff made these disclosures directly to a supervisory manager who
11 possessed explicit corporate authority to investigate, discover, and correct unlawful employment
12 practices, Plaintiff's disclosures constituted protected whistleblower activity under Labor Code
13 section 1102.5(b).

14 84. Within days of making these protected disclosures, Defendants retaliated against
15 Plaintiff by threatening him with discipline, manufacturing an un-disclosed and fraudulent
16 disciplinary record on July 7, 2025, removing him from the work schedule on July 8, 2025, and
17 summarily terminating his employment on July 9, 2025.

18 85. Plaintiff's protected disclosures were a contributing factor in Defendants' decision
19 to discipline and terminate him. Under California Labor Code section 1102.5, once a plaintiff
20 demonstrates by a preponderance of the evidence that a protected disclosure was a contributing
21 factor in an adverse action, the employer bears the heavy burden of proof to demonstrate by clear
22 and convincing evidence that the true action would have occurred for legitimate, independent
23 reasons.

1 86. Defendants cannot meet this clear and convincing standard because their post-hoc
2 attendance arguments are a proven legal pretext, exposed by management's deliberate concealment
3 of your files and systemic failure to address underlying sexual misconduct.

4 87. As a direct and proximate result of Defendants' statutory violations of Labor Code
5 section 1102.5, Plaintiff has suffered economic losses, lost wages, and emotional distress in an
6 amount to be proven at trial.

7 88. Pursuant to California Labor Code section 1102.5(f), Defendants are liable for a
8 civil penalty not to exceed \$10,000 per violation, payable directly to Plaintiff, in addition to all
9 actual damages, reasonable attorneys' fees, and costs of suit permitted under California Labor Code
10 section 1102.5(j) and Code of Civil Procedure section 1021.5.

11 **SEVENTH CAUSE OF ACTION**
12 **RETALIATION IN VIOLATION OF LABOR CODE § 98.6**
13 **(California Labor Code § 98.6)**
14 **(Against All Defendants and DOES 1 through 50, Inclusive)**

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

17 90. California Labor Code section 98.6 strictly prohibits an employer from text-
18 threatening, disciplining, reducing hours, or terminating an employee because the employee
19 exercised any rights protected under the Labor Code, or because the employee opposed or made a
20 complaint regarding practices that violate their statutory rights as a worker.

21 91. In addition to other complaints made by Plaintiff, on or about July 4, 2025, Plaintiff
22 exercised his protected rights under the California Labor Code by submitting a formal written
23 complaint regarding unsafe working conditions, selective grooming enforcement, and coworker
24 sexual misconduct.

25 92. Immediately following the exercise of these protected rights, Defendants retaliated

1 against Plaintiff by text-threatening him with immediate write-ups on July 4, 2025, generating un-
2 disclosed disciplinary records on July 7, 2025, slashing his scheduled hours on July 8, 2025, and
3 firing him on July 9, 2025.

4 93. As a direct and proximate result of Defendants' unlawful retaliation in violation of
5 Labor Code section 98.6, Plaintiff has suffered substantial economic damages, lost wages, and
6 benefits, as well as emotional distress, in an amount to be proven at trial.

7 94. Pursuant to California Labor Code section 98.6(b)(1), an employer who violates
8 these provisions shall be liable to the affected employee for a statutory civil penalty of up to
9 \$10,000 per violation, alongside reimbursement for lost wages, reinstatement, and reasonable
10 attorneys' fees and costs.

11 **EIGHTH CAUSE OF ACTION**
12 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND**
13 **RETALIATION**
14 **(California Government Code § 12940(k))**
15 **(Against All Defendants and DOES 1 through 50, Inclusive)**

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

18 96. California Government Code section 12940(k) mandates that it is an independent,
19 unlawful employment practice for an employer to fail to take all reasonable steps necessary to
20 prevent discrimination, harassment, and retaliation from occurring in the workplace.

21 97. At all times mentioned, Defendants had actual and constructive knowledge of the
22 hostile work environment, including customer-driven hair touching and coworker sexual
23 misconduct.

24 98. Despite this clear knowledge, Defendants failed to maintain or enforce basic
25 workplace protections. Instead of taking reasonable steps, Defendants' management:

- 1 a. Dismissively instructed Plaintiff to "simply walk away" from aggressive
2 customer harassment;
3 b. Failed to discipline sexual misconduct, stating; and,
4 c. Intentionally concealed write-ups from Plaintiff to construct a secret
5 termination record rather than deploy fair, progressive correction.

6 99. As a direct and proximate result of Defendants' failure to implement reasonable
7 preventative measures, Plaintiff was forced to work in an abusive environment and ultimately lost
8 his livelihood, causing economic loss and emotional distress.

9 100. The failure of Defendants' corporate leadership to enact necessary preventative
10 safeguards was oppressive and malicious, entitling Plaintiff to punitive and exemplary damages.

11 101. Plaintiff is entitled to an award of reasonable attorneys' fees and litigation costs
12 pursuant to California Government Code section 12965.

13 **NINTH CAUSE OF ACTION**
14 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
15 **(Against All Defendants and DOES 1 through 50)**

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

18 103. At all times mentioned, Plaintiff was an employee of Defendants. The employment
19 relationship was governed by the fundamental public policies of the State of California, which are
20 firmly established in the California Constitution, the Fair Employment and Housing Act (FEHA)
21 (Gov. Code § 12900 *et seq.*), and the California Labor Code (including §§ 1102.5 and 98.6). These
22 statutory frameworks declare a clear, substantial public policy interest in maintaining a workplace
23 free from race discrimination, sex discrimination, racial and sexual harassment, and retaliatory
24 discharges targeting whistleblowers who oppose unlawful practices.

1 104. On or about July 9, 2025, Defendants terminated Plaintiff's employment without a
2 legitimate or legal explanation.

3 105. Plaintiff's protected activities—including his formal opposition to racially
4 discriminatory grooming standards (the hair bonnet ban), his formal reporting of customer-driven
5 racial/sexual hair harassment, and his explicit written text report on July 4, 2025 opposing a
6 coworker's sexual misconduct—were substantial motivating and contributing factors in
7 Defendants' decision to terminate his employment.

8 106. The termination of Plaintiff's employment was not for a legitimate business reason
9 but was an act of explicit retaliation executed in direct violation of the public policy of the State
10 of California.

11 107. As a direct and proximate result of Defendants' retaliatory and unlawful
12 termination in violation of public policy, Plaintiff has suffered economic damages, including lost
13 back pay, front pay, lost benefits, and interest, in an amount to be proven at trial.

14 108. As a further direct and proximate result of Defendants' conduct, Plaintiff has
15 suffered mental suffering, anxiety, humiliation, embarrassment, and emotional distress, in an
16 amount to be proven at trial.

17 109. Plaintiff is informed and believes, and thereon alleges, that the termination was
18 authorized, directed, and ratified by Defendants' managerial supervisors, executive officers, and
19 directors. The conduct of Defendants' management was oppressive, malicious, and fraudulent,
20 executed with conscious and reckless disregard for Plaintiff's livelihood and constitutional civil
21 rights, thereby justifying an award of punitive and exemplary damages against Defendants in an
22 amount to be proven at trial.

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115. Plaintiff seeks recovery of all civil penalties available under Labor Code section 2699, including, but not limited to, the civil penalties set forth in Labor Code section 2699(f), as well as the civil penalty of up to ten thousand dollars (\$10,000) per violation pursuant to Labor Code section 1102.5, subdivision (f), which serves as the predicate statutory penalty recoverable through PAGA.

116. Plaintiff is entitled to an award of reasonable attorneys' fees and litigation costs incurred in prosecuting this representative enforcement action, pursuant to California Labor Code section 2699(g)(1) and California Code of Civil Procedure section 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CHRISTOPHER STRAWDER prays for judgment against Defendants, and each of them, as follows:

1. For general and compensatory damages for mental suffering, anxiety, emotional distress, and humiliation in an amount to be proven at trial;
2. For special economic damages, including back pay, front pay, lost earnings, bonuses, and lost employment benefits according to proof at trial;
3. For punitive and exemplary damages against Defendants for their willful, malicious, and oppressive conduct, according to proof at trial;
4. For individual statutory civil penalties against Defendants of up to \$10,000 per violation for each distinct instance of retaliation pursuant to California Labor Code sections 1102.5(f) and/or 98.6, payable directly to Plaintiff;
5. For an award of reasonable attorneys' fees pursuant to California Government Code section 12965, Labor Code section 1102.5(j), section 2699(g)(1), and Code of Civil Procedure section 1021.5;
6. For pre-judgment and post-judgment interest on all lost earnings and economic sums from the date of termination pursuant to California Civil Code sections 3287 and 3289;
7. For costs of suit incurred herein; and

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