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8 Attorneys for Plaintiff TRACI WOLBERT

9 **UNITED STATES DISTRICT COURT**

10 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

11 TRACI WOLBERT,	) Case No. 8:15-cv-550
	)
12 Plaintiff,	) <b>COMPLAINT FOR DAMAGES</b>
	) <b>AND DEMAND FOR JURY TRIAL</b>
13 vs.	)
	) (Retaliation and Sexual Harassment in
14 QUALITY SYSTEMS, INC.,	) Violation of the Fair Employment and
15 NEXTGEN HEALTHCARE	) Housing Act [Cal Govt. Code
16 INFORMATION SYSTEMS, and	) §12940(j)]; Failure to Prevent
17 DOES 1 through 10, INCLUSIVE.	) Discrimination, Harassment or
	) Retaliation in Violation of the Fair
18 Defendants.	) Employment and Housing Act [Cal.
	) Govt. Code §12940(k)]; and Wrongful
	) Termination in Violation of Public
	) Policy)

21  
22 **I. NATURE OF THE ACTION**

23 1. This is an individual action brought by an employee against her  
24 former employers, Quality Systems Inc., and its wholly owned subsidiary NextGen  
25 Healthcare Information Systems. Plaintiff Traci Wolbert alleges that she was  
26 sexually harassed and terminated when she complained about that harassment, all  
27 in violation of the Fair Employment and Housing Act (“FEHA”). Plaintiff also

1 alleges that her employer failed to take all reasonable steps to prevent harassment  
2 and retaliation, also in violation of the FEHA. Finally, Plaintiff also alleges a  
3 claim for wrongful termination in violation of public policy.

4 **II. PARTIES**

5 2. Traci Wolbert (“Wolbert”) is, and at all times relevant herein was, a  
6 resident of Philadelphia, Pennsylvania.

7 3. Quality Systems Inc. (“QSI”) develops and markets computer-based  
8 practice management and electronic health records, software, and billing  
9 applications for hospitals, physicians, and dentists throughout the United States.  
10 QSI, which employs between 2500 – 3000 people worldwide, has its corporate  
11 headquarters in Irvine, California.

12 4. NextGen Healthcare Information Systems (“NextGen”) is a wholly  
13 owned subsidiary of QSI. NextGen, in conjunction with QSI, develops and  
14 markets computer-based practice management and electronic health records,  
15 software and billing applications for hospitals, physicians, and dentists throughout  
16 the United States.

17 5. In addition to the Defendants named above, Plaintiff sues fictitiously  
18 Defendants DOES 1 through 10, inclusive, pursuant to Code of Civil Procedure  
19 §474, because their names, capacities, status, or facts showing them to be liable are  
20 not presently known. Plaintiff is informed and believes, and thereon alleges, that  
21 each of the fictitiously named Defendants is responsible in some manner for the  
22 occurrences herein alleged, and such Defendants caused Plaintiff’s damages as  
23 herein alleged. Plaintiff will amend this complaint to show their true names and  
24 capacities, together with appropriate charging language, when such information  
25 has been ascertained.

26 6. Plaintiff is informed and believes, and thereon alleges, that each of  
27 the Defendants was at all times relevant here the agent, servant, employee, and/or  
28 representative of the other Defendants and was acting, at least in part, within the

1 course and scope of such relationship and that each and every Defendant herein is  
2 jointly and severally responsible and liable to Plaintiff for the damages hereinafter  
3 alleged.

4 **III. JURISDICTION AND VENUE**

5 7. This Court has original jurisdiction herein pursuant to the provisions  
6 of 28 U.S.C. §1332.

7 8. Venue is proper in the Central District of California pursuant to 28  
8 U.S.C. §1391(b), because the events giving rise to Plaintiff's claims occurred in  
9 this District.

10 **IV. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 9. On or about March 26, 2015, Plaintiff filed with the Department of  
12 Fair Employment and Housing ("DFEH") timely charges of discrimination,  
13 retaliation and harassment against QSI and Steve Puckett. The DFEH issued right-  
14 to-sue letters on these charges on March 26, 2015.

15 10. On or about April 7, 2015, Plaintiff amended the charge of  
16 discrimination filed with the DFEH, to add NextGen as a co-responded. The  
17 DFEH issued an amended right-to-sue on the amended charge on April 7, 2015.

18 **V. FACTUAL ALLEGATIONS**

19 **A. BACKGROUND**

20 11. Wolbert was hired by NextGen in 2002 as a sales executive based in  
21 Southern California. From the time of Wolbert's hiring until the present, NextGen  
22 had been, and continues to be, a wholly owned subsidiary of QSI.

23 12. On information and belief, the terms and conditions of Wolbert's  
24 employment, as well as those of all employees of NextGen are governed by an  
25 employee handbook that issued by QSI and is labeled "QSI/NextGen Health  
26 Employee Handbook."

27 13. On information and belief, employees of NextGen are treated as  
28 employee of QSI with respect to all personnel matters, including the report and

1 investigation of complaints of harassment and/or discrimination.

2 14. From the time of her hire until the fall of 2014, Wolbert received  
3 regular raises, bonuses and promotions. She enjoyed a stellar reputation for  
4 performance and productivity, and her performance reviews indicated that she met  
5 or exceeded performance objectives.

6 15. On information and belief, Steve Puckett ("Puckett") is a Senior Vice  
7 President, and Chief Technical Officer of QSI.

8 16. Wolbert first came under Puckett's supervision in the spring of 2013,  
9 when she was managing a project for Research and Development. Puckett told  
10 Wolbert that he was impressed with the work that she did on the project and  
11 offered her Director level position on his team. Wolbert accepted Puckett's offer.

12 17. On July 13, 2013, Wolbert was promoted to the position of Director,  
13 reporting directly to Puckett.

14 18. From the time of her promotion until her termination, Wolbert  
15 directed NEXTGEN's clinical content program for its flagship KBM product and  
16 its new NG7 software.

17 19. From the time that Wolbert joined Puckett's team and continuing  
18 until she made a complaint regarding his sexual harassment of her, Puckett  
19 continually, vocally, and publically lauded Wolbert's accomplishments throughout  
20 the company.

21 20. In recognition of her outstanding performance while reporting to  
22 Puckett, on June 16, 2014, Wolbert received three bonus checks, totaling \$96,000.

23 B. SEXUAL HARASSMENT ALLEGATIONS

24 21. Soon after Wolbert began reporting to Puckett, he started making  
25 inappropriate demands upon and requests of her, which created a hostile work  
26 environment. These demands included, but were not limited to the following:

27 a. that she travel with him to non-worked related activities, including  
28 that she accompany him abroad to India and join him on a safari there, that

1 she spend a weekend with him in Paris, that she move to Irvine with him,  
2 and that she spend a weekend with him at his pied-a-terre in New Orleans.

3 b. that she join him in various annual hedonistic events in New Orleans,  
4 including the Pirate Wench Festivals, Mardi-Gras, the Running of the Bulls,  
5 and the Naked Bicycle Ride.

6 22. Wolbert declined all of Puckett's invitations, and told him she was  
7 not interested in a romantic relationship with him, and had a boyfriend. Despite  
8 her refusal to accompany Puckett, he continued to demand that she travel with him,  
9 and repeatedly sent her text messages that included inappropriate pictures of  
10 himself at these events, and invitations to these events with electronic links to  
11 nudity laced pictures describing said events.

12 23. On information and belief, Puckett is known to drink heavily,  
13 particularly on Friday afternoons. During the period that Wolbert reported to  
14 Puckett, he routinely sent her text messages on Friday afternoons, which were  
15 sexual and harassing in nature.

16 24. In conjunction with her work, Wolbert and Puckett routinely attended  
17 company functions in different cities. At a number of these functions, Puckett  
18 behaved in an inappropriate manner towards Wolbert, in front of their colleagues.  
19 Puckett's conduct caused employees in the company to gossip and speculate about  
20 the nature of their relationship.

21 25. On information and belief, employees of QSI, including some of  
22 Wolbert's peers and some of her direct reports, opined that Wolbert had obtained  
23 her position because she had engaged in, and/or was engaging in, a sexual  
24 relationship with Mr. Puckett. When these rumors came to the attention of  
25 Wolbert, she reported them to Puckett and again told bim that she did not want to  
26 travel with him to any event or activity that was not work-related.

27 26. For a two month period from the end of January 2014 to the  
28 beginning of March 2014, Puckett repeatedly pressured Wolbert to move to Irvine



1 with him. On information and belief, no one else who reported to Puckett, nor any  
2 other executive of the company, was being asked to move to Irvine. In response,  
3 Wolbert told Puckett that she was not interested in relocating. After being rejected  
4 repeatedly, Puckett called Wolbert and said, "Do not say no to me. I do not like it  
5 when you say no. You need to say yes. Say yes, and then we can discuss options.  
6 Do not say no to me." This statement was stated in a very threatening manner and  
7 made Wolbert fearful for her safety and her job. Wolbert replied by asking, "Is this  
8 move a condition of my employment?" Puckett, who appeared to be drunk, said,  
9 "no," and then changed the subject.

10 27. On information and belief, company bonuses were paid at close of  
11 the fiscal year in March 2014. However, Puckett refused to authorize payment of  
12 Wolbert's bonus while conversations regarding her relocation to Irvine were going  
13 on, and Wolbert did not actually receive her bonus until June 2014.

14 28. After Wolbert refused to relocate to Irvine, Puckett became  
15 increasingly hostile when she refused his demands that she accompany him on  
16 trips that did not appear to have a work-related justification. Moreover, Puckett  
17 engaged in conduct that was retaliatory. For example, when Wolbert refused to  
18 relocate to Irvine and refused to accompany Puckett on a trip to Bangalore, India,  
19 Puckett delayed giving Wolbert her annual bonus. Concerned that her refusals to  
20 travel with Puckett would result in further retaliation, Wolbert decided to report the  
21 harassment to the Defendants' Human Relations department for .

22 C. PROTECTED ACTIVITY--COMPLAINT TO DONNA GREENE

23 29. On August 24, 2014, Wolbert spoke Donna Greene ("Greene"),  
24 Senior Vice President of Human Relations, and described Puckett's conduct.  
25 Wolbert told Green that this conduct made her uncomfortable, and that Puckett's  
26 conduct had given rise to rumors in the company to the effect that she was having a  
27 sexual relationship with Puckett.

28 30. Wolbert also told Green that given that Puckett had recently had a

1 heart attack, travel that was not actually required for business reasons was  
2 inadvisable. Wolbert told Greene that there was no business justification for the  
3 trip to Bangalore, India, and that she believed that the only reason that Puckett  
4 wanted to go on the trip with Wolbert is that he wanted to be alone with Wolbert.

5 31. Greene told Wolbert that she had heard the rumors that Puckett and  
6 Wolbert were having a relationship. Greene told Wolbert that she would talk to  
7 Puckett about the trip. Greene also told Wolbert that she should tell Puckett if his  
8 conduct made her uncomfortable.

9 32. On information and belief, after the meeting with Wolbert, Greene  
10 contacted Puckett and talked to him about the trip. Thereafter, Greene contacted  
11 Wolbert and told her that she had spoken to Puckett, and that the trip to Bangalore  
12 had been cancelled.

13 33. Despite Greene's representations about the trip being cancelled,  
14 Puckett continued to tell Wolbert that the trip to Bangalore was going forward, and  
15 sent her text messages to that effect. For example, on August 26, 2014, Puckett  
16 sent Wolbert a text message stating: "India is a go. Get Excited." Wolbert texted  
17 him back, declining to go and indicating that the time was bad in light of her work  
18 obligations.

19 34. Wolbert then emailed Greene, telling her that Puckett had said that  
20 the trip to India was back on. She also told Greene that, pursuant to her advice, she  
21 would tell Puckett that she was uncomfortable with the idea of traveling with him.

22 35. On August 27<sup>th</sup>, Wolbert told Puckett that she did not want to travel  
23 to Bangalore with him. Puckett became hostile, repeatedly stating that they needed  
24 to make the trip. Puckett then said, "You need to stop shutting me down. I need  
25 you to say yes to this and then we can talk about it. Just say yes." After further  
26 discussions, Puckett told her that the trip had already been canceled, and said,  
27 "[t]his was a test. I wanted to see how far I could push you. I wanted you to say yes  
28 and follow my lead. You failed the test. I wanted to know that you are in this with

1 me.”

2 36. On September 2, 2014, Wolbert had another phone call with Donna  
3 Greene, during which Wolbert gave Greene a more detailed history of the  
4 harassment she had been experiencing. After the call, Wolbert sent Greene a  
5 timeline of events, with notes. Greene promised Wolbert that she would “feel  
6 [Puckett] out” about the situation with Wolbert, but would keep the details of the  
7 complaint confidential and would not disclose the timeline.

8 37. On September 3, 2014, Greene told Wolbert that she had spoken to  
9 Puckett about Wolbert’s complaints and had, despite her prior pledge of  
10 confidentiality, disclosed the timeline to him. Greene assured Wolbert that there  
11 would be no retaliation and stated, “Your working relationship just needs time to  
12 smooth over and I’m sure it will be back to normal.”

13 D. RETALIATION: WOLBERT IS DEMOTED

14 38. On October 9, 2014, Greene telephoned Wolbert to inform her that,  
15 “8 employees had filed complaints” against her, saying she was combative,  
16 uncooperative, a poor leader and that they could not work with Wolbert.

17 39. On October 10, 2014, Greene and Puckett both telephoned Wolbert  
18 and told her that although they believed the complaints were unfounded, her that  
19 entire team of 35 people would be removed from her, so that Wolbert could be  
20 “rescued” from a hostile work situation.

21 40. In reply, Wolbert asked whether her team was being removed  
22 because of a perception that Wolbert was not performing. Greene said, “No, none  
23 of this is due to your performance . . . you aren’t letting Steve down, rather the  
24 contrary. It is because of your accomplishments and track record that we know  
25 you can rebuild from scratch and take NG7 further.” Wolbert was then told that  
26 she would have a new position reporting to Ben Mehling, and that her  
27 compensation package would be cut in half because she was “making too much  
28 money”. Wolbert said that she would never have taken the position had she known



1 they could arbitrarily do this.

2 41. Wolbert was not given anything in writing regarding the alleged  
3 complaints filed by her employees, nor as she given any coaching regarding the  
4 complaints.

5 42. On information and belief, Wolbert was demoted in retaliation for  
6 her complaints regarding harassment by Puckett.

7 E. COMPLAINT TO BOARD OF DIRECTORS AND WOLBERT'S  
8 TERMINATION

9 43. On October 20, 2014, Wolbert sent a letter to QSI's Board of  
10 Directors, requesting an impartial investigation into her complaints of harassment,  
11 and her retaliatory demotion. Wolbert requested that QSI take appropriate  
12 disciplinary action against Puckett and Green, and restore her to a comparable  
13 position and compensation level.

14 44. On November 4, 2014, Wolbert received an email from Shadi  
15 Ghaffarzadeh, an attorney in QSI's legal department, advising her that she was  
16 scheduled to meet with a "Company retained independent third party investigator  
17 to investigate the issues raised in [her] October 20, 2014 letter to the Board." The  
18 interview was to take place at QSI's corporate offices in Irvine, California at 8:30  
19 am on November 6, 2014.

20 45. On November 6, 2014, Wolbert met with attorney Matthias Wagener  
21 ("Wagener"), the investigator who had been hired by QSI. The interview lasted an  
22 entire day, and was held at QSI's corporate headquarters in Irvine, California.  
23 Wolbert described, in detail, the harassment and retaliation to which she had been  
24 subjected, and gave Wagener a list of people to interview. Moreover, Wolbert told  
25 Wagener that she believed that Donna Greene had previously protected male  
26 employees who had sexually harassed or discriminated against female employees.  
27 Wolbert provided Wagener with very detailed information regarding male

28

1 employees who had sexually harassed or discrimination against female employees,  
2 and provided Wagener with a list additional individuals whom he should interview  
3 regarding this allegation.

4 46. On December 1, 2014, Wagener sent a letter to Wolbert's attorney,  
5 stating that he had shared Wolbert's concerns of retaliation with the company, and  
6 that he was continuing to investigate.

7 47. On information and belief, in December 2014, QSI began a review of  
8 work that Wolbert had performed since her demotion, in order to manufacture a  
9 record of poor performance on the part of Wolbert, and justify her termination. In  
10 this same timeframe, Wolbert was repeatedly excluded from meetings, and was not  
11 included in email communications, in which her work and that of her team was  
12 being discussed and reviewed.

13 48. On or about December 18, 2014, Ricki Morgan, an independent  
14 contractor, informed Wolbert that she, Ben Mehling (Wolbert's direct supervisor),  
15 and Dr. Robert Murray, were evaluating work done by Wolbert and her team.  
16 When Wolbert directly asked Mehling if her performance was being reviewed, he  
17 responding "Absolutely not. No one is questioning your performance. This is just  
18 about getting folks up to speed."

19 49. On information and belief, the "review" that was being conducted of  
20 Wolbert's work was part and parcel of the effort to manufacture a record of poor  
21 performance on the part of Wolbert in order to justify her termination.

22 50. On December 22, 2014, Wagener re-interviewed Wolbert, via Skype.  
23 This interview was almost entirely directed towards questions regarding Wolbert's  
24 performance.

25 51. On January 6, 2015, Wolbert attended, by remote connection, a  
26 company meeting that was being held in Austin, Texas. Everyone introduced  
27 themselves, so that Wolbert would know who was present. Puckett introduced  
28 himself as, "Steve, also known as the Devil." This was the first contact that

1 Wolbert had had with Puckett since October.

2 52. Wolbert went on vacation from January 16-26, 2015.

3 53. January 30, 2015, Wolbert received a call from Mehling who  
4 terminated her “for performance on the NG7 project”.

5 54. On information and belief, Wolbert was terminated in retaliation for  
6 her complaints to Greene about the sexual harassment and retaliation that Wolbert  
7 had suffered on account of Puckett’s conduct, as well as in retaliation for her  
8 complaints that Greene had previously protected male employees who had sexually  
9 harassed or discriminated against female employees.

10 **VI. FIRST CAUSE OF ACTION**  
11 **SEXUAL HARASSMENT AND RETALIATION IN VIOLATION OF THE**  
12 **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**  
13 **(Cal. Govt. Code §12940j)**  
14 **Against All Defendants**

15 55. Plaintiff realleges and hereby incorporates by reference the  
16 foregoing paragraphs, as though fully set forth herein.

17 56. At all times relevant herein, Plaintiff was an employee protected  
18 from discrimination in employment on the basis of her sex, female.

19 57. The above-described actions of Defendants and their employees  
20 constitute sexual harassment in violation of the FEHA, Cal. Gov. Code §12940, in  
21 that Plaintiff was subjected to both quid pro quo sexual harassment, as well as  
22 having to work in a severe, persistent and/or pervasive sexually hostile,  
23 intimidating and offensive work environment, which interfered with her work  
24 performance, denied her privileges, and adversely affected the terms and  
25 conditions of her job on the basis of her gender.

26 58. The harassing conduct to which Plaintiff was subjected was so  
27 severe, widespread, and/or persistent that a reasonable female in Plaintiff’s  
28 circumstances would have considered the work environment to be hostile or

1 abusive.

2 59. Plaintiff considered the work environment to be hostile and/or  
3 abusive.

4 60. Supervisory personnel, i.e., Steve Puckett, engaged in the sexually  
5 harassing conduct.

6 61. When Wolbert reported the harassing conduct to Greene, the Vice  
7 President of Human Relations, Defendants engaged in retaliatory conduct towards  
8 Plaintiff as set forth above, including but not limited to demoting Wolbert and  
9 terminating her.

10 62. When Wolbert reporting the harassing conduct to the QSI Board of  
11 Directors, and also reported that Greene had previously protected male employees  
12 who had sexually harassed or discriminated against female employees, Defendants  
13 engaged in retaliatory conduct towards Plaintiff as set forth above, including but  
14 not limited to demoting Wolbert and terminating her.

15 63. Even once on notice regarding Puckett's conduct, Defendants failed  
16 to take appropriate action against Puckett, thus ratifying his conduct.

17 64. Defendants' violations of the FEHA caused Plaintiff to suffer  
18 damages in the form of past and future wage loss, other pecuniary losses, loss of  
19 potential promotion and pay increase, emotional distress, grief, stress, anxiety,  
20 mental anguish, and loss of enjoyment of life in an amount to be proven at trial.

21 65. As a result of Defendants' unlawful acts, Plaintiff is entitled to  
22 compensatory damages, equitable relief, attorneys' fees, and costs, pursuant to  
23 California Government Code §12965.

24 66. Defendants did the acts alleged herein maliciously, fraudulently, and  
25 oppressively, and/or with the wrongful intention of injuring Plaintiff, and/or with  
26 conscious disregard of the rights and safety of Plaintiff, and/or with an improper  
27 and evil motive amounting to malice. Plaintiff is thus entitled to recover punitive  
28 damages from Defendant in an amount according to proof.



1           Wherefore, Plaintiff requests relief as set forth below.

2                                   **VII. SECOND CAUSE OF ACTION**  
3           **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT,**  
4           **OR RETALIATION IN VIOLATION OF**  
5           **THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**  
6                                   **[Cal. Gov. Code §12940(k)]**  
7                                   **Against All Defendants**

8           67.     Plaintiff realleges and hereby incorporates by reference the foregoing  
9 paragraphs, as though fully set forth herein.

10           68.     At all times relevant herein, Plaintiff was an employee protected  
11 from discrimination in employment on the basis of her sex (female) and from  
12 retaliation resulting from her refusal to engage in, and her protest of, conduct by  
13 Puckett.

14           69.     Plaintiff was subjected to harassing conduct on the part of Puckett  
15 because of her sex.

16           70.     When Plaintiff objected to Puckett's harassing conduct, he retaliated  
17 against her, as further set forth above.

18           71.     When Plaintiff reported Puckett's harassing conduct to Greene, she  
19 was subjected to retaliation, including but not limited to a demotion, and  
20 termination

21           72.     When Wolbert reporting the harassing conduct to the QSI Board of  
22 Directors, and also reported that Greene had previously protected male employees  
23 who had sexually harassed or discriminated against female employees, Defendants  
24 engaged in retaliatory conduct towards Plaintiff as set forth above, including but  
25 not limited to demoting Wolbert and terminating her.

26           73.     Defendants failed to take all reasonable steps to prevent harassment,  
27 discrimination, and/or retaliation from occurring.

28           74.     The above-described conduct of Defendants in violation of the  
FEHA caused Plaintiff to suffer, and continue to suffer, damages in the form of

1 past and future wage loss, other pecuniary losses, loss of potential promotion and  
2 pay increase, emotional distress, grief, stress, anxiety, mental anguish, and loss of  
3 enjoyment of life in an amount to be proven at trial.

4 75. As a result of Defendants' unlawful acts, Plaintiff is entitled to  
5 compensatory damages, equitable relief, attorneys' fees, and costs pursuant to  
6 Government Code §12965.

7 76. Defendants did the acts alleged herein maliciously, fraudulently, and  
8 oppressively, and/or with the wrongful intention of injuring Plaintiff, and/or with  
9 conscious disregard of the rights and safety of Plaintiff, and/or with an improper  
10 and evil motive amounting to malice. Plaintiff is thus entitled to recover punitive  
11 damages from Defendants in an amount according to proof.

12 Wherefore, Plaintiff requests relief as set forth below.

13 **VIII. THIRD CAUSE OF ACTION**  
14 **WRONGFUL TERMINATION IN VIOLATION OF**  
15 **PUBLIC POLICY**  
16 **Against All Defendants**

17 77. Plaintiff realleges and hereby incorporates by reference the foregoing  
18 paragraphs, as though fully set forth herein.

19 78. Defendants terminated Plaintiff in retaliation for her complaining of,  
20 and reporting, the sexual harassing conduct and creation of a hostile work  
21 environment by Puckett.

22 79. Defendants' actions in terminating Plaintiff under the circumstances  
23 alleged herein violate the fundamental policies of the State of California embodied,  
24 among elsewhere, in the California Constitution, Art. 1, §8; California Government  
25 code §12940, *et seq.*

26 80. Defendants' conduct in terminating Plaintiff under these  
27 circumstances constitutes a wrongful termination in violation of public policy.

28 81. The above-described conduct of Defendants caused Plaintiff to

1 suffer, and continue to suffer, damages in the form of past and future wage loss,  
2 other pecuniary losses, loss of potential promotion and pay increase, emotional  
3 distress, grief, stress, anxiety, mental anguish, and loss of enjoyment of life in an  
4 amount to be proven at trial.

5 82. As a result of Defendants' unlawful acts, Plaintiff is entitled to  
6 compensatory damages, equitable relief, attorneys' fees, and costs pursuant to  
7 Government Code §12965.

8 83. Defendants did the acts alleged herein maliciously, fraudulently, and  
9 oppressively, and/or with the wrongful intention of injuring Plaintiff, and/or with  
10 conscious disregard of the rights and safety of Plaintiff, and/or with an improper  
11 and evil motive amounting to malice. Plaintiff is thus entitled to recover punitive  
12 damages from Defendants in an amount according to proof.

13 Wherefore, Plaintiff requests relief as set forth below.

14 **REQUEST FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully requests judgment and the following  
16 specific relief against Defendants as follows:

- 17 1. Compensatory and punitive damages on all causes of action against
- 18 Defendants;
- 19 2. Attorneys' fees with respect to the First and Second Causes of Action,
- 20 pursuant to Government Code Section 12965 and any other applicable statute;
- 21 3. Costs of suit; and
- 22 4. For such other and further relief as the Court deems just and proper.

23 Dated: April 8, 2015 LEVY VINICK BURRELL HYAMS LLP

24  
25 /S/SHARON R. VINICK  
26 By: \_\_\_\_\_  
27 SHARON R. VINICK,  
28 Attorneys for Plaintiff

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**JURY DEMAND**

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable.

Dated: April 8, 2015 LEVY VINICK BURRELL HYAMS LLP

/S/SHARON R. VINICK

By: \_\_\_\_\_

SHARON R. VINICK  
Attorneys for Plaintiff