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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 ROCHELLA BROWN, an individual,

12 Plaintiff,

13 v.

14 THE WALT DISNEY COMPANY, a
Delaware corporation; DISNEY MEDIA &
15 ENTERTAINMENT DISTRIBUTION LLC, a
Delaware limited liability company; and
16 DOES 1 to 20, inclusive,

17 Defendants.
18
19

Case No. 25STCV16575

COMPLAINT FOR DAMAGES

- (1) **Discrimination in Violation of FEHA;**
- (2) **Retaliation in Violation of FEHA;**
- (3) **Failure to Prevent Discrimination in Violation of FEHA;**
- (4) **Retaliation in Violation of Labor Code § 1102.5;**
- (5) **Wrongful Termination in Violation of Public Policy.**

DEMAND FOR JURY TRIAL

1 Plaintiff Rochella Brown (“Plaintiff” or “Ms. Brown”) brings this action against Defendants
2 The Walt Disney Company, Disney Media & Entertainment Distribution, and Does 1 through 20
3 (collectively, “Defendants”), and alleges as follows:

4 **NATURE OF THE ACTION**

5 1. Rochella Brown has been a human resources professional for nearly a decade, and
6 has earned a Master of Science in Human Resources Management from the University of Southern
7 California. She commenced her employment with Defendants on or about August 22, 2022, as a
8 Human Resources Specialist. Ms. Brown performed her job well and anticipated building a career
9 working for Defendants.

10 2. Despite her dedication and strong performance, Ms. Brown discovered and
11 disclosed multiple patterns of discriminatory and retaliatory behavior during her tenure.

12 3. For example, Ms. Brown identified discriminatory practices in the execution of
13 Defendants’ reduction in force (“RIF”) decisions. Ms. Brown disclosed her concern that
14 Defendants heavily recruited and hired employees on H-1B visas from Asian countries, primarily
15 India and China, while actively laying off American workers and disproportionately selecting
16 African American employees and employees over 40 years old for layoffs. Indeed, Ms. Brown
17 discovered how one manager’s proposed RIF lists included *only* African American employees. Ms.
18 Brown disclosed these concerns to several supervisors, including Defendants’ Director of Human
19 Resources.

20 4. Ms. Brown engaged in additional protected activity throughout her employment,
21 including in the aftermath of the October 7, 2023 terrorist attack in Israel. Following the attack,
22 Defendants’ public statements sparked controversy within the company. Some of Defendants’
23 Arab and Muslim employees expressed feeling that they had been subjected to offensive
24 stereotypes in an internal chat, specifically accusing all Arabs and Muslims of supporting terrorism.
25 Ms. Brown disclosed these issues and recommended measures to prevent further hostility against
26 Arab or Muslim employees, while also supporting Jewish or Israeli employees. However, her
27 concerns were again ignored.

28 5. Instead of addressing the issues Ms. Brown raised, Defendants targeted her for

adverse employment actions and subjected her to disparate treatment because of her protected activity, and because she is African American. As just one example, Defendants denied her requests for a \$500.00 professional development reimbursement, even as a less qualified Caucasian employee—who had not engaged in protected activity—received a promotion and, upon information and belief, upwards of \$60,000.00 in financial support to obtain an advanced degree.

6. Defendants ultimately launched a baseless investigation into Ms. Brown for allegedly logging unworked overtime, despite repeatedly previously approving her timesheets. Using this pretext, Defendants unlawfully terminated Ms. Brown's employment in January 2024.

7. As a result of Defendants' unlawful conduct, Ms. Brown has suffered significant harm, including the loss of her career, financial instability, and severe emotional distress. This lawsuit seeks to hold Defendants accountable for their discriminatory and retaliatory actions, as well as to recover damages for the harm inflicted upon Ms. Brown.

PARTIES

8. *Plaintiff*: Plaintiff is an adult female, and at all times mentioned in this Complaint was, a resident of the state of California, County of Los Angeles. Plaintiff was employed with Defendants until her employment was terminated on or around January 4, 2024.

9. *Doe Defendants:* Plaintiff is ignorant of the true names and capacities of the defendants sued herein as Does 1 through 20, inclusive, and therefore sues these defendants by fictitious names pursuant to section 474 of the California Code of Civil Procedure. Plaintiff will amend complaint to allege the true names and capacities of the fictitiously named defendants as soon as they are ascertained. Plaintiff believes that each of these fictitiously named defendants is responsible in some manner for the acts or omissions alleged herein and that Plaintiff's injuries and damages were proximately caused by the acts or omissions of these defendants.

10. *Named Defendants:*

a. On information and belief, Defendant The Walt Disney Company was and at all times mentioned in this Complaint authorized to operate by the State of California and the United States government and authorized and qualified to do business in the County of Los Angeles.

1 b. On information and belief, Defendant Disney Media & Entertainment
2 Distribution was and at all times mentioned in this Complaint authorized to operate by the State of
3 California and the United States government and authorized and qualified to do business in the
4 County of Los Angeles.

5 c. Defendants The Walt Disney Company, Disney Media & Entertainment
6 Distribution, and Does 1-20 will be hereafter referred to as “Defendants.”

7 11. *Relationship of Defendants:* All Defendants were responsible for the events and
8 damages alleged herein, including on the following bases: (a) Defendants committed the acts
9 alleged; (b) at all relevant times, one or more of the Defendants was the agent or employee, and/or
10 acted under the control or supervision, of one or more of the remaining Defendants and, in
11 committing the acts alleged, acted within the course and scope of such agency and employment
12 and/or is or are otherwise liable for Plaintiff’s damages; (c) at all relevant times, there existed a
13 unity of ownership and interest between or among two or more of the Defendants such that any
14 individuality and separateness between or among those Defendants has ceased; (d) Defendants
15 were the successors-in-interest and/or alter egos of the other Defendants in that they purchased,
16 controlled, dominated and operated each other without any separate identity, observation of
17 formalities, or any other separateness. Adherence to the fiction of the separate existence of
18 Defendants would permit abuse of the corporate privilege and would perpetuate a fraud and
19 injustice. All actions of all Defendants were taken by employees, supervisors, executives, officers,
20 and directors during employment with all Defendants, were taken on behalf of all Defendants, and
21 were engaged in, authorized, ratified, and approved of by all other Defendants. Consequently, each
22 Defendant is jointly and severally liable to Plaintiff for the damages sustained as a proximate result
23 of their conduct. Each of the Defendants proximately caused the injuries and damages alleged.

24 12. Defendants directly and indirectly employed Plaintiff, as defined in the Labor Code.
25 Plaintiff applied to work for The Walt Disney Company. She likewise completed onboarding
26 paperwork with The Walt Disney Company listing Plaintiff’s employee ID and details about her
27 compensation. As a condition of her employment, Plaintiff also received policies and a
28 Confidentiality agreement listing The Walt Disney Company and its affiliates as parties. Yet

1 Disney Media & Entertainment Distribution LLC issued Plaintiff's compensation. Upon
2 information and belief, managers of each Defendant controlled Plaintiff's activities, were
3 responsible for her conduct, had authority to promote or discharge her, and exercised control over
4 her wages and working conditions.

5 13. Finally, at all relevant times mentioned herein, all Defendants acted as agents of all
6 other Defendants in committing the acts alleged herein.

7 14. Whenever reference is made to "Defendants" in this Complaint, such allegation
8 shall be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

9 VENUE

10 15. Under the California Fair Employment and Housing Act, this case can, at Plaintiff's
11 choice, be filed:

12 in any county in the state in which the unlawful practice is alleged to have
13 been committed, in the county in which the records relevant to the practice
14 are maintained and administered, or in the county in which the aggrieved
15 person would have worked or would have had access to the public
accommodation but for the alleged unlawful practice, but if the defendant is
not found within any of these counties, an action may be brought within the
county of the defendant's residence or principal office.

16 (Gov. Code, § 12965, subd. (c)(3).)

17 16. FEHA venue statute affords a wide choice of venue to persons who bring actions
18 under FEHA. (*Brown v. Superior Court* (1984) 37 Cal.3d 477, 486-87.) "[T]he special provisions
19 of FEHA venue statute control in cases involving FEHA claims joined with non-FEHA claims
20 arising from the same facts." (*Id.* at 487.)

21 17. Here, had Defendants not wrongfully terminated her employment, Plaintiff would
22 have continued to work based in Los Angeles County. Further, the unlawful practices are alleged to
23 have been committed in Los Angeles County. Finally, Defendants' principal offices are located in
24 Los Angeles County.

25 GENERAL FACTUAL ALLEGATIONS

26 18. *Plaintiff's hiring*: Ms. Brown was hired by Defendants as an HR Specialist on or
27 about August 22, 2022.

28 19. *Plaintiff's protected status and activity*:

1 a. Ms. Brown is African American.

2 b. Ms. Brown disclosed information that she reasonably believed constituted a
3 violation of or non-compliance with law to persons with the ability to discover, investigate, or
4 correct the non-compliance.

5 c. Ms. Brown reported, opposed, and/or resisted unlawful discrimination.

6 20. *Plaintiff's employment status:* As set forth below, Defendants wrongfully terminated
7 Plaintiff's employment on or about January 4, 2024.

8 21. *Plaintiff's employment:*

9 22. Ms. Brown commenced her employment with Defendants on or about August 22,
10 2022 as an HR Specialist. Ms. Brown generally enjoyed her position and performed it well.
11 Indeed, Defendants recognized Ms. Brown's accomplishments and capabilities by gradually
12 expanding her duties to include responsibilities typically handled by more senior roles, such as an
13 HR Generalist or an HR Business Partner. Ms. Brown welcomed these additional responsibilities,
14 in part because she planned to remain employed by Defendants indefinitely and wished to
15 gradually earn promotions into more senior roles.

16 23. Even though Ms. Brown enjoyed her role, she came to recognize troubling patterns
17 of discrimination, which she frequently disclosed to managers who had the ability to discover,
18 investigate, or correct these violations. These managers repeatedly failed to take remedial action
19 and ultimately chose to unlawfully terminate Ms. Brown's employment, as set forth below in
20 greater detail.

21 24. As one example, Ms. Brown disclosed concerns about discrimination in connection
22 with Defendant's plan to implement reductions in force ("RIF"), and to hire new employees. When
23 Ms. Brown reviewed the lists of proposed RIF candidates that each manager listed, she discovered
24 one manager listed only African American employees.

25 25. Ms. Brown reasonably believed these practices to be discriminatory. As such,
26 Ms. Brown disclosed these examples of discrimination with another supervisor, HR Business
27 Partner, Antoinette Williams, and asked that Defendants take remedial action. Ms. Brown similarly
28 asked Defendants to remove from the RIF list certain African American employees whom she

1 believed had been improperly included for discriminatory reasons.

2 26. Additionally, Ms. Brown became increasingly concerned that while Defendants
3 implemented RIFs, Defendants simultaneously recruited and hired employees on H-1B visas from
4 Asian countries, primarily India and China. Ms. Brown reasonably believed this hiring decision
5 unlawfully and disparately impacted American workers, and, in particular, African American
6 workers and workers over 40 years old. Ms. Brown disclosed her concerns to Human Resources
7 Director, Ivania Slater, as well as to Senior Manager, Human Resources Business Partners Sarah
8 Mason and Beth Olson.

9 27. In addition to the protected activities described above, Ms. Brown further engaged
10 in protected activity during or around October 2023 by disclosing concerns regarding
11 discrimination in the aftermath of the October 7, 2023 terrorist attack in Israel. Following the
12 attack, Defendants issued public and internal statements concerning the attack. Shortly after,
13 several employees disclosed to Human Resources concerns that Defendants statements contributed
14 to a hostile work environment. For instance, some of these employees referenced slack
15 communications in employee chat groups, in which some employees uttered troubling
16 generalizations accusing all Arabs or all Muslims of supporting terrorism or violence. Ms. Brown
17 likewise felt alarmed when she personally viewed allegations of some of the harassing comments
18 issued by certain of Defendants' employees. As such, Ms. Brown disclosed these communications
19 to Ms. Slater and suggested taking remedial measures to ensure Jewish employees continued to feel
20 supported, but also to prevent discrimination or harassment of Arab or Muslim employees. Upon
21 information and belief, Ms. Slater failed to take remedial action.

22 28. Defendants increasingly perpetrated adverse employment action against Ms. Brown.
23 Initially, Ms. Brown recognized how Defendants seemed to treat her and another African American
24 employee more stringently with regard to remote work than non-African American employees.
25 Indeed, even though Ms. Brown typically worked in-person three days out of the week, Ms. Slater
26 publicly reprimanded Ms. Brown and another African American employee during a team meeting
27 by admonishing each should work at least four-days in-person. Upon information and belief, other
28 non-African American employees worked remotely four days per week but were not similarly

1 reprimanded.

2 29. As time wore on, Ms. Brown further recognized how Defendants continued to treat
3 her disparately compared to non-African American employees, as well as employees who did not
4 engage in protected activity like Ms. Brown. For instance, Ms. Brown asked Defendants to
5 reimburse Ms. Brown for a Society for Human Resource Management (“SHRM”) Certification,
6 which is a certification commonly obtained by HR professionals in California. Even though the
7 certification cost only approximately \$500.00, Defendants denied the request citing lack of
8 business need. By contrast, upon information and belief, Defendants agreed to reimburse the
9 tuition expenses of an employee named Sommer Thome to attend a Master’s Degree program at the
10 University of Southern California, which, upon information and belief, costs upward of \$60,000.00.
11 Ms. Thome is Caucasian and, to Ms. Brown’s knowledge, did not engage in the protected activities
12 described above.

13 30. As yet another example, even though Ms. Brown already possessed a Master’s
14 Degree from the University of Southern California, Defendants frequently deprived her of
15 opportunities and assignments that would help Ms. Brown gain the experience Defendants typically
16 considered for promotional opportunities. Ms. Brown was fully capable of performing these
17 assignments, and indeed capably handled what additional responsibilities Defendants entrusted her
18 with. Defendants instead disproportionately assigned such opportunities to Ms. Thome, who
19 commenced her employment around May 2022 and whose prior recent employment experience
20 consisted of working as an administrative assistant and a dance and yoga instructor. Indeed,
21 Defendants ultimately promoted Ms. Thome to the role of Associate HR Business Partner during or
22 around May 2024 – a promotion Ms. Brown was more qualified for.

23 31. During or around December 2023, less than two months from her latest protected
24 report, Defendants informed Ms. Brown that she was under investigation for allegedly logging
25 unworked overtime. These allegations lacked any factual basis. In fact, Ms. Brown’s supervisors
26 consistently reviewed and approved all overtime hours Ms. Brown logged. Yet, on or about
27 January 4, 2024, Defendants terminated Ms. Brown’s employment citing this pretextual reason.
28 Tellingly, Ms. Brown worked so hard for Defendants, that following her termination Defendants

1 divided Ms. Brown's responsibilities among *three* employees.

2 32. Additionally, upon information and belief, Defendants were personally aware of
3 how another employee named Carmen Sanchez previously logged unworked overtime for three-
4 years nearly every single day. Upon information and belief, Defendants conducted a robust
5 investigation of these allegations and confirmed Ms. Sanchez perpetrated this violation. Yet
6 Defendants chose not to terminate Ms. Sanchez's employment and instead merely issued a
7 reprimand. Ms. Sanchez is not an African American employee and, upon information and belief,
8 Ms. Sanchez never engaged in the type of protected activity Ms. Brown engaged in.

9 33. Taken together, Defendants consistently persisted in a pattern and practice of
10 discriminatory conduct. When Ms. Brown courageously opposed the discrimination, Defendants
11 repeatedly retaliated against her, rather than undertaking remedial measures. Indeed, Defendants
12 unlawfully terminated Ms. Brown's employment based on false and pretextual reasons. As a result,
13 Ms. Brown's career has suffered immensely and she continues to struggle severe emotional
14 distress.

15 34. *Economic damages:* As a consequence of Defendants' conduct, Plaintiff has
16 suffered and will suffer harm, including lost past and future income and employment benefits,
17 damage to her career, and lost wages, overtime, unpaid expenses, as well as interest on unpaid
18 wages at the legal rate from and after each payday on which those wages should have been paid, in
19 a sum to be proven at trial.

20 35. *Non-economic damages:* As a consequence of Defendants' conduct, Plaintiff has
21 suffered and will suffer psychological and emotional distress, humiliation, and mental and physical
22 pain and anguish, in a sum to be proven at trial.

23 36. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or malice
24 under section 3294 of the Civil Code, and thus entitles Plaintiff to an award of exemplary and/or
25 punitive damages.

26 a. *Malice:* Defendants' conduct was committed with malice within the meaning
27 of section 3294 of the Civil Code, including that (a) Defendants acted with intent to cause injury to
28 Plaintiff and/or acted with reckless disregard for Plaintiff's injury, including by terminating Plaintiff's

employment and/or taking other adverse job actions against Plaintiff because of her protected status and/or activities, and/or (b) Defendants' conduct was despicable and committed in willful and conscious disregard of Plaintiff's rights.

b. *Oppression:* In addition, and/or alternatively, Defendants' conduct was committed with oppression within the meaning of section 3294 of the Civil Code, including that Defendants' actions against Plaintiff because of her protected status and/or activities were "despicable" and subjected Plaintiff to cruel and unjust hardship, in knowing disregard of Plaintiff's rights to a work place free of wrongful employment discrimination and retaliation.

c. *Fraud*: In addition, and/or alternatively, Defendants' conduct, as alleged, was fraudulent within the meaning of section 3294 of the Civil Code, including that Defendants asserted false (pretextual) grounds for terminating Plaintiff's employment and/or other adverse job actions, thereby to cause Plaintiff hardship and deprive her of legal rights.

37. *Attorneys' fees*: Plaintiff has incurred and continues to incur legal expenses and attorneys' fees, for which Plaintiff is entitled to recover reimbursement.

38. *Administrative Remedies:* Before commencing this Action, Plaintiff timely filed a charge of discrimination with the California Civil Rights Department and obtained a Right to Sue.

FIRST CAUSE OF ACTION

Discrimination in Violation of FEHA

(Government Code § 12940(a))

39. The allegations set forth in each preceding paragraph are re-alleged and incorporated herein by reference.

40. At all times herein mentioned, FEHA, Government Code section 12900, *et seq.*, was in full force and effect and was binding on Defendants. This statute requires Defendants to refrain from discriminating against any employee on the basis of a protected class or classes, e.g., the employee's race, age, religion, national origin, or other protected traits.

41. Plaintiff's characteristics protected by FEHA, Government Code section 12900, *et seq.*, were substantial motivating reasons in Defendants' decision to terminate Plaintiff's employment, not to retain, hire, or otherwise employ Plaintiff in any position, and/or to take other

1 adverse employment actions against Plaintiff, such as depriving Plaintiff of work opportunities or
2 assignments, failing to promote Plaintiff, and denying Plaintiff any employment benefit or
3 privilege enjoyed by employees of differing racial backgrounds than Plaintiff.

4 42. As a proximate result of Defendants' willful, knowing, and intentional
5 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses
6 of earnings and other employment benefits.

7 43. As a proximate result of Defendants' willful, knowing, and intentional
8 discrimination against Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
9 emotional distress, and mental and physical pain and anguish, all to her damage in a sum
10 according to proof.

11 44. The acts of Defendants alleged herein were undertaken with the intent to injure
12 Plaintiff, or with a willful and conscious disregard of her rights, and constitute oppressive, and
13 malicious conduct. As a result, Plaintiff is entitled to an award of punitive and exemplary damages.

14 45. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
15 Pursuant to section 12965, subdivision (c)(6) of the Government Code, Plaintiff is entitled to
16 recover reasonable attorneys' fees and costs in an amount according to proof.

17 **SECOND CAUSE OF ACTION**

18 **Retaliation in Violation of FEHA**

19 **(Government Code § 12940(h))**

20 46. The allegations set forth in each preceding paragraph are re-alleged and incorporated
21 herein by reference.

22 47. At all times herein mentioned, FEHA, Government Code section 12900, *et seq.*,
23 was in full force and effect and was binding on Defendants. This statute requires Defendants to
24 refrain from retaliating against any employee making complaints or opposing discrimination,
25 harassment, or retaliation, or otherwise engaging in activity protected by FEHA, including for
26 seeking to exercise rights guaranteed under FEHA and opposing Defendants' failure to provide
27 rights.

28 48. Plaintiff's seeking to exercise rights guaranteed under FEHA and/or opposing

1 Defendants' failure to provide such rights, including the right to be free of discrimination,
2 harassment, or retaliation, in violation of section 12940, subdivision (h) of the Government Code,
3 were substantial motivating reasons in Defendants' decision to terminate Plaintiff's employment,
4 not to retain, hire, or otherwise employ Plaintiff in any position, and/or to take other adverse
5 employment actions against Plaintiff, such as depriving Plaintiff of work opportunities or
6 assignments, failing to promote Plaintiff, and denying Plaintiff any employment benefit or
7 privilege enjoyed by employees who did not oppose or resist discriminatory practices.

8 49. As a proximate result of Defendants' willful, knowing, and intentional retaliation
9 against Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and
10 other employment benefits.

11 50. As a proximate result of Defendants' willful, knowing, and intentional retaliation
12 against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and
13 mental and physical pain and anguish, all to her damage in a sum according to proof.

14 51. Defendants' retaliation was committed intentionally, in a malicious, fraudulent,
15 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
16 Defendants.

17 52. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
18 Pursuant to section 12965, subdivision (c)(6) of the Government Code, Plaintiff is entitled to
19 recover reasonable attorneys' fees and costs in an amount according to proof.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Prevent Discrimination in Violation of FEHA**

22 **(Government Code § 12940(k))**

23 53. The allegations set forth in each preceding paragraph are re-alleged and incorporated
24 herein by reference.

25 54. At all times herein mentioned, FEHA, section 12940, subdivision (k) of the
26 Government Code, was in full force and effect and was binding on Defendants, who are employers
27 within the meaning of FEHA. This statute states that it is an unlawful employment practice for an
28 employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment

1 from occurring.”

2 55. During the course of Plaintiff’s employment, Defendants failed to prevent their
3 employees from engaging in intentional actions that resulted in Plaintiff suffering discrimination.

4 56. As a proximate result of Defendants’ willful, knowing, and intentional misconduct,
5 Plaintiff has sustained and continue to sustain substantial losses of earnings and other employment
6 benefits.

7 57. As a proximate result of Defendants’ willful, knowing, and intentional misconduct,
8 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and
9 mental pain and anguish, all to her damage in a sum according to proof.

10 58. Defendants’ misconduct was committed intentionally, in a malicious, fraudulent,
11 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
12 Defendants.

13 59. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees.
14 Pursuant to section 12965, subdivision (c)(6) of the Government Code, Plaintiff is entitled to
15 recover reasonable attorneys’ fees and costs in an amount according to proof.

16 **FOURTH CAUSE OF ACTION**

17 **Retaliation in Violation of Labor Code § 1102.5**

18 60. The allegations set forth in each preceding paragraph are re-alleged and incorporated
19 herein by reference.

20 61. Defendants were Plaintiff’s employer.

21 62. At all relevant times, section 1102.5 of the Labor Code was in effect and was
22 binding on Defendants. This statute prohibits Defendants from retaliating against any employee,
23 including Plaintiff, for actually raising complaints of actual or potential illegality, for providing
24 information of such actual or potential illegality, because the employee is believed to have
25 engaged in such conduct, or because the employee may engage in such conduct. The statute also
26 further prohibits Defendants from retaliating against any employee, including Plaintiff, where the
27 employee refused to participate in activity that would result in a violation of the law.

28 63. Plaintiff had a reasonable belief that Defendants were violating actual or potential

1 state and federal laws and regulations while she worked for Defendants, including for instance,
2 laws prohibiting unlawful discrimination and retaliation. Plaintiff also had a reasonable belief that
3 Defendants were engaged in practices violating federal law, including the displacement of U.S.
4 workers in violation of protections outlined under the H-1B visa program.

5 64. Plaintiff reported those violations to more than one “person with authority over [] or
6 another employee who has the authority to investigate, discover, or correct the violation or
7 noncompliance[.]” (Labor Code, § 1102.5, subd. (b).)

8 65. Plaintiff’s protected activities, were a contributing factor in Defendants’ decision to
9 terminate Plaintiff’s employment, not to retain, hire, or otherwise employ Plaintiff in any position,
10 and/or to take other adverse employment actions against Plaintiff, such as depriving Plaintiff of
11 work opportunities or assignments, failing to promote Plaintiff, and denying Plaintiff any
12 employment benefit or privilege enjoyed by employees who did not oppose or resist
13 discriminatory practices. Such retaliatory conduct violated section and 1102.5 of the Labor Code.

14 66. Defendants’ adverse employment actions against Plaintiff resulted from her
15 protected activity under the California Labor Code by reporting violations of law.

16 67. As a proximate result of Defendants’ actions, Plaintiff has suffered and continues to
17 suffer harm, including lost earnings, salary, and other job benefits, and humiliation, embarrassment,
18 and emotional distress, according to proof.

19 68. Defendants’ misconduct was committed intentionally, in a malicious, fraudulent,
20 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages against
21 Defendants.

22 69. Plaintiff requests all available relief under section 1102.5 of the Labor Code,
23 including damages and the imposition of a civil penalty of \$10,000.00 for each violation.

24 70. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees.
25 Pursuant to pursuant to section 1102.5, subdivision (j) of the California Labor Code, Plaintiff is
26 entitled to recover reasonable attorneys’ fees and costs in an amount according to proof.

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1 **FIFTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 71. The allegations set forth in each preceding paragraph are re-alleged and incorporated
4 herein by reference.

5 72. Defendants terminated Plaintiff's employment in violation of various fundamental
6 public policies underlying state law. These actions were in violation of, but not limited to Labor
7 Code section. 1102.5 and the Fair Employment and Housing Act.

8 73. As a proximate result of Defendants' actions, Plaintiff has and will continue to
9 suffer harm, including lost earnings, salary, and other job benefits, and humiliation, embarrassment,
10 and emotional distress, according to proof.

11 74. Defendants' actions were committed intentionally, in a malicious, fraudulent,
12 despicable, and/or oppressive manner, and this entitles Plaintiff to punitive damages.

13 75. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
14 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.* Plaintiff is entitled to recover
15 reasonable attorneys' fees and costs in an amount according to proof.

16 **PRAYER FOR RELIEF**


17 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 18 1. For compensatory damages and other special and general damages according to
19 proof, including, without limitation, lost earnings, salary, bonuses, and other job benefits Plaintiff
20 would have received but for Defendants' wrongful conduct;
- 21 2. Emotional distress damages;
- 22 3. Punitive and exemplary damages in an amount sufficient to punish Defendants, and
23 to make an example of and deter Defendants from engaging in such conduct in the future;
- 24 4. Statutory damages and penalties as appropriate, including without limitation, for a
25 civil penalty of \$10,000 for each violation of section 1102.5 of the Labor Code;
- 26 5. For an award of reasonable attorneys' fees and costs incurred in this action;
- 27 6. For pre-judgment and post-judgment interest, as provided by law; and
- 28 7. For other and further relief as the Court may deem just and proper.

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DATED: June 9, 2025

GREENBERG GROSS LLP

By: 
Brian L. Williams
Philip A. Horlacher

Attorneys for Plaintiff
Rochella Brown

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DEMAND FOR JURY TRIAL

Plaintiff Rochella Brown hereby demands a trial by jury in this matter.

DATED: June 9, 2025

GREENBERG GROSS LLP

By: 

Brian L. Williams

Philip A. Horlacher

Attorneys for Plaintiff
Rochella Brown