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ENDORSED  
FILED  
ALAMEDA COUNTY  
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CLERK OF THE SUPERIOR COURT  
By Roni Gill  
Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF ALAMEDA  
13 UNLIMITED JURISDICTION

14 TAMARA MACINTYRE and MONIQUE )  
ANDREWS, )  
15 Plaintiffs, )  
16 v. )  
17 LIFE CHIROPRACTIC COLLEGE WEST, )  
18 and DOES 1-10, inclusive, )  
19 Defendants. )  
20

Case No. **HG 20 05 2985**  
**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**  
JURY TRIAL DEMANDED

21 **I. NATURE OF THE ACTION**

22 1. This is an individual action brought by two employees against their former employer,  
23 Life Chiropractic College West, alleging violations of the California Fair Employment and Housing Act.  
24 Specifically, Plaintiff Tamara MacIntyre alleges that Defendant violated the law by discriminating  
25 against her on account of her gender/sex and national origin. Plaintiff Tamara MacIntyre also alleges  
26 claims for retaliation for reporting discriminatory and harassing conduct, for harassment on the basis of  
27 gender, for denial of equal pay and wrongful termination in violation of public policy. Plaintiff Monique  
28 Andrews alleges that Defendant violated the law by discriminating against her on account of her

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1 gender/sex, her association with a member of a protected class, and her national origin. Plaintiff  
2 Monique Andrews also alleges claims for retaliation and wrongful termination in violation of public  
3 policy.

## 4 **II. PARTIES**

5 2. Plaintiff Tamara MacIntyre (“MacIntyre”) was at all times relevant herein, a resident of  
6 Alameda County, California.

7 3. Plaintiff Monique Andrews (“Andrews”) was at all times relevant herein, a resident of  
8 Alameda County, California.

9 4. Upon information and belief, Defendant Life Chiropractic College West (“LCCW”) is a  
10 not for profit educational institution located in Hayward, California. According to its website, one of the  
11 institutional missions of LCCW is to “to cultivate a college environment of innovation, collaboration,  
12 scholarship and research, and a commitment to give, do, love and serve from a place of abundance.”

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

20 6. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants was at  
21 all times relevant here the agent, servant, employee, and/or representative of the other Defendants and  
22 was acting, at least in part, within the course and scope of such relationship and that each and every  
23 Defendant herein is jointly and severally responsible and liable to Plaintiff for the damages hereinafter  
24 alleged.

## 25 **III. JURISDICTION AND VENUE**

26 7. This Court has jurisdiction over Plaintiffs’ claims pursuant to California Government  
27 Code § 12965.

28 8. Venue is proper in this Court pursuant to Section 12965 because MacIntyre and Andrews

1 worked in, and but for the unlawful conduct alleged herein, would have continued to work in Alameda  
2 County, California.

3 **IV. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 9. On or about November 7, 2019, Plaintiff MacIntyre filed a timely charge of  
5 discrimination, harassment, and retaliation with the Department of Fair Employment and Housing  
6 ("DFEH"). The DFEH Issued a right-to-sue letter on this charge on November 7, 2019. A copy of the  
7 complaint and of the notice of right-to-sue is attached hereto as Exhibit A.

8 10. On or about November 7, 2019, Plaintiff Andrews filed a timely charge of discrimination  
9 and retaliation with the Department of Fair Employment and Housing ("DFEH"). The DFEH Issued a  
10 right-to-sue letter on this charge on November 7, 2019. A copy of the complaint and of the notice of  
11 right-to-sue is attached hereto as Exhibit B.

12 **V. FACTUAL ALLEGATIONS**

13 **A. Factual Allegations Related to Plaintiff MacIntyre**

14 11. MacIntyre is a Canadian citizen. She started living in the United States in 2013.

15 12. MacIntyre first came to the United States on a marital visa after her wife, Monique  
16 Andrews, accepted employment with LCCW.

17 13. In or about July 2014, MacIntyre began her employment with LCCW in a full-time  
18 faculty position as a Professor in the Clinical Sciences Department. At the time that MacIntyre began  
19 her employment with LCCW, it was agreed that LCCW would also sponsor her H1B visa.

20 14. Around the end of 2016, in addition to her responsibilities as a Professor, for which she  
21 earned \$110,000, MacIntyre assumed the responsibility of the position of interim Executive Vice  
22 President of the Health Center (EVP). MacIntyre received additional compensation of \$40,000 for her  
23 work as EVP.

24 15. Approximately 11 months later, in or about 2017, LCCW awarded MacIntyre a full-time  
25 appointment to the position of Dean of Clinical Education, with an annual compensation of \$145,000,  
26 plus compensation for her continued teaching duties. MacIntyre remained in that role until LCCW  
27 constructively terminated her, on or about March 4, 2019, in retaliation for making complaints  
28 concerning gender discrimination, pay inequity, harassment and workplace safety.

1           16.     MacIntyre started making complaints about pay inequity based on gender early in the  
2 summer of 2018, after she learned she was making significantly less than a male co-Dean and less than  
3 half of what the male EVP was making. MacIntyre followed up on her complaints throughout July 2018.  
4 Despite her follow up, the pay inequity issue was never addressed or resolved by LCCW.

5           17.     In August 2018, after MacIntyre’s repeated complaints about pay inequity, LCCW put a  
6 sudden hold on proceeding with the process of obtaining a green card for her and her wife (who was also  
7 a LCCW employee at the time). LCCW’s actions in delaying the green card process for MacIntyre and  
8 her wife caused them extreme fear and anxiety, as it highlighted how vulnerable they were due to their  
9 immigration status and national origin.

10          18.     MacIntyre is informed and believes LCCW put a hold on the green card process in  
11 retaliation for her complaints of pay inequity based on gender.

12          19.     Throughout MacIntyre’s tenure at LCCW, President Oberstein engaged in inappropriate  
13 conduct towards women including but not limited to the following: touching women without their  
14 consent, commenting on the clothing and appearance of women, and interrupting women when they  
15 spoke.

16          20.     In November of 2018, LCCW’s President’s inappropriate conduct reached a level  
17 MacIntyre could no longer tolerate and interfered with her ability to do her job. Prior to November 2018,  
18 President Oberstein had repeatedly approached MacIntyre from behind, rubbing her shoulders and  
19 kissing her cheek in front of colleagues and students, which MacIntyre found inappropriate, demeaning,  
20 and embarrassing. In November 2018, his inappropriate conduct escalated during an India mission trip.  
21 During day three of the trip, President Oberstein grabbed MacIntyre by both arms, drew her in close to  
22 his face, and yelled at her about how she was instructing students. This conduct happened in front of  
23 students, faculty members and other and was demoralizing, demeaning, intimidating and harassing. Not  
24 only did the inappropriate conduct affect MacIntyre and her ability to do her job, but it also affected the  
25 students, who had to continue to work under very stressful conditions. MacIntyre felt President  
26 Oberstein’s aggressively charged and intimidating conduct amounted to an act of workplace violence.  
27 She made a formal complaint against the President for what she reasonably believed to be sexual  
28 harassment, including unwanted touching and workplace violence issues. She also complained that the

1 President's conduct made it difficult for other women in the work and academic environment at LCCW.

2 21. MacIntyre convened a meeting in early December with LCCW's legal counsel, the  
3 President, VP of Clinical Operations, the VP of Academic Affairs, and the Director of Human Resources  
4 to provide the specific details of what happened and asked LCCW to take steps to address the situation.  
5 Notably, during that meeting, the President admitted to the conduct described by MacIntyre.

6 22. Shortly thereafter, MacIntyre met with LCCW's legal counsel and told him that she  
7 refused to continue to work under the current circumstances and reiterated her demand for change. He  
8 suggested MacIntyre consider separation from LCCW in exchange for a severance, which she told him  
9 she would contemplate. Counsel confirmed that he would talk to Oberstein.

10 23. LCCW failed and/or refused to address MacIntyre's concerns regarding sexual  
11 harassment. Instead, beginning in January 2019 and continuing until she was constructively terminated,  
12 LCCW retaliated against MacIntyre for making these complaints. The retaliation included, but was not  
13 limited to the following: MacIntyre's job responsibilities and authority were stripped away without  
14 explanation; she was deprived of all administrative support for her work; she was not permitted to hire  
15 the critical staff needed to run the Health Clinic and to provide clinical education to students; her  
16 supervisory responsibility over all faculty were removed (and reassigned to a male), although MacIntyre  
17 remained responsible for delivering the Clinical education component of the program; she was excluded  
18 from key meetings, making it difficult for her to have the information and support necessary to do her  
19 job; and MacIntyre was told she would not be attending the previously-scheduled January service trip to  
20 India, even though she had been previously informed that in her new role as Dean of Clinical Education  
21 she should consider attending all service trips that involved clinical education of the students. And, in  
22 January 2019, the course schedule was released to faculty and students and MacIntyre had been removed  
23 from all teaching duties for the upcoming quarter, despite the fact that she had not been informed that  
24 these duties were being removed and that she had prepared for her academic assignments. These are just  
25 a few examples of the retaliatory actions taken towards her following her complaint of sexual  
26 harassment.

27 24. In or about February 2019, MacIntyre submitted a written complaint about this  
28 retaliation. Thereafter her supervisors began to scrutinize her job performance and question her work in

1 ways that she had never experienced in all her professional career, and in direct contradiction to positive  
2 performance evaluations and commendations she received during her tenure at LCCW. This heightened  
3 scrutiny placed additional stress on her and was wholly unjustified. The tone of LCCW's  
4 communications with her grew terser and her every move was questioned. MacIntyre frequently left  
5 work in tears and found it more and more difficult to make it through a workday. The retaliatory work  
6 environment negatively affected her overall health, ultimately requiring that she take a medical leave of  
7 absence from February 14, 2019 until April 15, 2019.

8 25. While on leave to address her health issues, which she believes were caused by LCCW,  
9 MacIntyre realized LCCW's refusal to respond to her complaints, manipulation of the processing of her  
10 and her wife's green cards, and decisions to strip her of her job responsibilities and authority, were part  
11 of an effort by LCCW to force her to quit her job. MacIntyre did everything in her power to follow up  
12 on her complaints and get the hostile work environment addressed and eradicated, including setting up a  
13 meeting in December of 2018 with all the key players who could institute change and abate the  
14 retaliation. In the wake of the meeting, LCCW not only made it clear that it was not interested in  
15 changing the culture or working environment, but actively retaliated against MacIntyre. Given her health  
16 status and LCCW's refusal/failure to address the gender discrimination, harassment, intimidation and  
17 retaliation, LCCW's actions—and inaction—made it impossible for MacIntyre to return to that work  
18 environment, resulting in her constructive termination.

19 26. On March 4, 2019, MacIntyre wrote to LCCW, stating that she had been constructively  
20 terminated.

21 **B. Factual Allegations Related to Plaintiff Andrews**

22 27. Andrews is a Canadian citizen. She has been working in the United States since 2013.

23 28. In or about September 2013, LCCW hired Andrews in a full-time faculty position as an  
24 Associate Professor in the Basic Sciences Department. At the time of her employment offer, she resided  
25 in Canada with her wife, Tamara MacIntyre.

26 29. As part of Andrew's offer of employment, LCCW agreed to sponsor her on an H1B visa,  
27 which would allow her to come from Canada to California in order to work at LCCW. It was also agreed  
28 that LCCW would arrange for her wife, MacIntyre, also a Canadian citizen, to come on a marital H4

1 visa.

2 30. In or about 2015, LCCW promoted Andrews to Department Chair of Basic Sciences, a  
3 position she held until LCCW terminated her employment for discriminatory and retaliatory reasons, on  
4 or about June 28, 2019. During her tenure with LCCW, Andrews received positive evaluations, teaching  
5 and administration awards and salary increases tied to her promotions and outstanding performance.

6 31. Although LCCW had always affirmatively supported Andrews' green card process  
7 during her entire employment history, it used her status (immigration and national origin) against her in  
8 every way imaginable. On or about October 18, 2017, after LCCW immigration counsel did an initial  
9 submission for wage determination in connection with her green card application, LCCW decided to  
10 support Andrews' green card application at the faculty rate of pay and told her that she would need to  
11 step down from the Chair position to full time faculty position. She agreed to do so, but LCCW refused  
12 to allow her to step down. Andrews is informed and believes LCCW submitted her immigration  
13 application falsely indicating she was full time faculty, even though she remained employed as  
14 Department Chair.

15 32. During the summer of 2018, Andrews' wife (MacIntyre) made pay inequity complaints to  
16 LCCW, alleging that she was paid less than similarly situated men. Soon thereafter, the green card  
17 applications for both Andrews and MacIntyre were inexplicably placed on hold by LCCW, sending a  
18 strong message of the power LCCW had over them as sponsored employees.

19 33. During the Fall of 2018, an attorney acting on behalf of LCCW recommended that  
20 Andrews step down from Department Chair to a faculty position, as there was a concern that her staying  
21 in a Department Chair position would make it more difficult for LCCW to defend any potential claim of  
22 bad faith, abuse of the process, or fraud associated with her application. Based on counsel's  
23 recommendation and after making several unanswered verbal requests, on or about January 15, 2019,  
24 Andrews submitted a formal, written request to her supervisor, Dr. Kullar, to step down and assume a  
25 faculty position, effective April 1, 2019, the end of winter quarter.

26 34. In January 2019, Dr. Kullar (and LCCW) rejected Andrews' written request to step down  
27 as Chair, despite the fact that her request had been made at the direction of LCCW's legal counsel.

28 35. At the end of January, Andrews submitted a written complaint to Dr. Kullar, stating that

1 serving as Department Chair jeopardized her green card application and integrity (as LCCW submitted  
2 her green card application listing her as fulltime faculty). Andrews thought it was also probably illegal  
3 for LCCW (and herself) to submit a green card application stating that she was working in a full-time  
4 faculty position when, in reality, she remained Department Chair.

5 36. During this same time frame, Andrews' wife (MacIntyre) raised additional complaints  
6 against LCCW and its President related to gender discrimination and harassment.

7 37. LCCW constructively terminated MacIntyre in March of 2019, after she went on a leave  
8 of absence due to the discriminatory and retaliatory work environment which had caused her to  
9 experience serious health issues.

10 38. In April of 2019, soon after LCCW terminated Andrews' wife, Andrews received a  
11 written warning letter during her annual review. Andrews refused to sign the letter and stated that she  
12 would like more time to review it before formulating a response. During the review, there was no  
13 detailed discussion of Andrews' annual review and no discussion whatsoever of the department budget  
14 she prepared as planned and expected.

15 39. Shortly after Andrews received the written warning, Dr. Kullar notified her that LCCW  
16 had denied her request to pay for premium processing for documents which related to her green card  
17 (Forms I-140 and I-485), allegedly because "[LCCW's] policies do not specify payment for premium  
18 processing of any stages of the green card application." Andrews was shocked by this refusal, as LCCW  
19 had approved payment of premium processing in all other instances, including the fast-tracking of her  
20 initial application and an H1B visa extension earlier in 2019.

21 40. On or about May 1, 2019, Andrews submitted a formal, written complaint against  
22 Dr. Kullar for discrimination, harassment and retaliation, among other things.

23 41. Approximately three weeks later, Andrews received notice from LCCW that her  
24 complaint would be investigated by an outside investigator. A few days later, Andrews was notified that  
25 the investigator would reach out to her to set up time for an interview.

26 42. Andrews met with the investigator on or about June 5, 2019, in circumstances that she  
27 believes were designed to be intimidating and further harassing. For instance, Andrews' interview took  
28 place in the office next door to Dr. Kullar's office (which shared a wall with other offices) while



1 interviews with other witnesses took place in the witness' offices.

2 43. On or about June 25, 2019, Andrews followed up with the Board of Trustees Vice Chair  
3 regarding the investigation results.

4 44. On or about June 27, 2019, the Board of Trustees Vice Chair told Andrews "the Board is  
5 still finishing the investigation and [the Board] will respond formally once completed."

6 45. The following day, while LCCW knew Andrews and her wife (MacIntyre) were out of  
7 the country during the academic break, LCCW emailed Andrews a termination letter, immediately  
8 ending her employment. On information and belief, individuals at LCCW knew that Andrews and her  
9 wife were out of the country when it terminated her and knew that the immediate termination would  
10 create problems for them upon reentry to the United States.

11 46. The termination letter falsely stated that Andrews was being terminated on account of  
12 negative student evaluations, as well as conduct that was unprofessional, insubordinate and unbecoming a  
13 department chair.

14 47. Andrews believes that she was terminated in retaliation for her complaints regarding  
15 discrimination and retaliation, as well as her support of the complaints made by her wife. Andrews also  
16 believes that she was terminated on account of her national origin.

17 48. Following LCCW's termination of MacIntyre and Andrews, neither of them were able to  
18 find suitable employment in the United States and were forced to return to Canada due to the expiration  
19 of their H1B visas.

20 **VI. FIRST CAUSE OF ACTION**

21 **Retaliation**

22 **[Cal. Gov. Code §12940(h)] on behalf of Plaintiffs MacIntyre and Andrews**

23 49. Plaintiffs MacIntyre and Andrews reallege and incorporate by reference the foregoing, as  
24 though fully set forth herein.

25 50. Plaintiff MacIntyre engaged in protected activity by complaining about, and filing a  
26 formal complaint regarding, gender discrimination (including the failure to pay her comparably with a  
27 similarly situated male employee) and sexual harassment.

28 51. Plaintiff Andrews engaged in protected activity by complaining about, and filing a formal  
complaint regarding, discrimination and harassment (based on national origin and based on her

1 association with her wife who had engaged in protected activity as detailed above).

2 52. Following the protected activity of Plaintiffs, Defendant retaliated against Plaintiffs  
3 MacIntyre and Andrews. The retaliatory acts engaged in by Defendant included, but were not limited to  
4 the following: refusing to expedite the green card applications for Plaintiffs MacIntyre and Andrews;  
5 terminating Plaintiffs MacIntyre and Andrews; forcing Andrews to work as a Department Chair at the  
6 faculty rate of pay and knowing that LCCW filed her green card application listing her as full time  
7 faculty; and stripping Plaintiff MacIntyre of duties (including supervisory responsibility over faculty),  
8 denying her administrative support to do her job, excluding her from meetings, and depriving her of the  
9 opportunity to attend any future LCCW service trips

10 53. The protected activities of Plaintiffs MacIntyre and Andrews were a motivating reason  
11 for Defendant's retaliatory conduct.

12 54. Defendant's retaliatory conduct was in violation of Cal. Govt. Code § 12940(h).

13 55. As a direct and further proximate result of the above violations of their rights under the  
14 FEHA, Plaintiffs MacIntyre and Andrews have suffered damages in the form of past and future wage  
15 loss, other pecuniary losses, and emotional distress in an amount to be proven at trial.

16 56. As a result of Defendant's unlawful acts, Plaintiffs MacIntyre and Andrews are entitled to  
17 compensatory damages, equitable relief, attorneys' fees, and costs.

18 57. Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
19 with the wrongful intention of injuring Plaintiffs MacIntyre and Andrews, and/or with conscious  
20 disregard of the rights and safety of Plaintiffs, and/or with an improper and evil motive amounting to  
21 malice. Plaintiffs MacIntyre and Andrews are thus entitled to recover punitive damages from Defendant  
22 in an amount according to proof.

23 WHEREFORE, Plaintiffs requests relief as set forth below.

24 **VII. SECOND CAUSE OF ACTION**  
25 **Wrongful Termination in Violation of Public Policy**  
**on behalf of Plaintiffs MacIntyre and Andrews**

26 58. Plaintiffs MacIntyre and Andrews realleges and incorporates by reference the foregoing,  
27 as though fully set forth herein.

28 59. Defendant terminated Plaintiff MacIntyre in retaliation for her complaints about gender

1 discrimination (including but not limited to the failure to pay her comparably to a similarly situated male  
2 employee) and sexual harassment.

3 60. Defendant terminated Plaintiff Andrews in retaliation for her complaints about  
4 discrimination, harassment and retaliation, among other things.

5 61. Defendant's actions in terminating Plaintiffs MacIntyre and Andrews under the  
6 circumstances alleged herein violate the fundamental policies of the State of California embodied,  
7 among elsewhere, in the California Government Code § 12940 *et seq.* Defendant's conduct in  
8 terminating Plaintiffs MacIntyre and Andrews under these circumstances constitutes a wrongful  
9 termination in violation of public policy.

10 62. As a direct and further proximate result of the above violations of their rights, Plaintiffs  
11 MacIntyre and Andrews have suffered damages in the form of past and future wage loss, other  
12 pecuniary losses, and emotional distress in an amount to be proven at trial.

13 63. As a result of Defendant's unlawful acts, Plaintiffs MacIntyre and Andrews are entitled to  
14 compensatory damages, equitable relief, attorneys' fees, and costs.

15 64. Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
16 with the wrongful intention of injuring Plaintiffs MacIntyre and Andrews, and/or with conscious  
17 disregard of the rights and safety of Plaintiffs, and/or with an improper and evil motive amounting to  
18 malice. Plaintiffs MacIntyre and Andrews are thus entitled to recover punitive damages from Defendant  
19 in an amount according to proof.

20 WHEREFORE, Plaintiffs requests relief as set forth below.

21 **VIII. THIRD CAUSE OF ACTION**  
22 **Discrimination Based on Gender**  
23 **In Violation of California Fair Employment and Housing Act ("FEHA")**  
**[Cal. Gov. Code §12940(a)] on behalf of Plaintiffs MacIntyre and Andrews**

24 65. Plaintiffs MacIntyre and Andrews reallege and incorporate by reference the foregoing, as  
25 though fully set forth herein.

26 66. At all times material to this complaint, Plaintiffs MacIntyre and Andrews were  
27 employees within the meaning of the FEHA.

28 67. Defendant is an employer within the meaning of the FEHA.

1           68.     It is an unlawful employment practice for an employer to discriminate against an  
2 employee on account of her gender, including paying a female employee less than a male employee on  
3 account of her gender.

4           69.     The above-described actions and omissions of Defendant constitute discrimination based  
5 on gender, in violation of the FEHA, in that Defendant terminated Plaintiffs MacIntyre and Andrews on  
6 account of their gender.

7           70.     Furthermore, with respect to Plaintiff MacIntyre, the above described actions and  
8 omissions of Defendant constitute discrimination based on gender, in violation of the FEHA, in that  
9 Defendant paid MacIntyre less than similarly situated male employees.

10          71.     As a direct and further proximate result of the above violations of their rights, Plaintiffs  
11 MacIntyre and Andrews have suffered damages in the form of past and future wage loss, other  
12 pecuniary losses, and emotional distress in an amount to be proven at trial.

13          72.     As a result of Defendant’s unlawful acts, Plaintiffs MacIntyre and Andrews are entitled to  
14 compensatory damages, equitable relief, attorneys’ fees and costs.

15          73.     Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
16 with the wrongful intention of injuring Plaintiffs MacIntyre and Andrews, and/or with conscious  
17 disregard of the rights and safety of Plaintiffs, and/or with an improper and evil motive amounting to  
18 malice. Plaintiffs MacIntyre and Andrews are thus entitled to recover punitive damages from Defendant  
19 in an amount according to proof.

20                 WHEREFORE, Plaintiffs request relief as set forth below.

21                                 **IX.     FOURTH CAUSE OF ACTION**  
22                                 **Discrimination Based on National Origin**  
23                                 **In Violation of California Fair Employment and Housing Act (“FEHA”)**  
                                  **[Cal. Gov. Code §12940(a)] on behalf of Plaintiffs MacIntyre and Andrews**

24          74.     Plaintiffs MacIntyre and Andrews realleges and incorporates by reference the foregoing,  
25 as though fully set forth herein.

26          75.     At all times material to this complaint, Plaintiffs MacIntyre and Andrews were  
27 employees within the meaning of the FEHA.

28          76.     Defendant is an employer within the meaning of the FEHA.

1           77.    It is an unlawful employment practice for an employer to discriminate against an  
2 employee on account of their national origin.

3           78.    The above-described actions and omissions of Defendant constitute discrimination based  
4 on national origin, in violation of the FEHA in that Defendant terminated Plaintiffs MacIntyre and  
5 Andrews on account of their national origin.

6           79.    As a direct and further proximate result of the above violations of their rights, Plaintiffs  
7 MacIntyre and Andrews have suffered damages in the form of past and future wage loss, other  
8 pecuniary losses, and emotional distress in an amount to be proven at trial.

9           80.    As a result of Defendant’s unlawful acts, Plaintiffs MacIntyre and Andrews are entitled to  
10 compensatory damages, equitable relief, attorneys’ fees, and costs.

11           81.    Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
12 with the wrongful intention of injuring Plaintiffs MacIntyre and Andrews, and/or with conscious  
13 disregard of the rights and safety of Plaintiffs, and/or with an improper and evil motive amounting to  
14 malice. Plaintiffs MacIntyre and Andrews are thus entitled to recover punitive damages from Defendant  
15 in an amount according to proof.

16           WHEREFORE, Plaintiffs request relief as set forth below.

17   **X.    FIFTH CAUSE OF ACTION**  
18   **Failure to Prevent Harassment, Discrimination, or Retaliation**  
   **[Cal. Gov. Code §12940(k)] on behalf of Plaintiffs MacIntyre and Andrews**

19           82.    Plaintiffs MacIntyre and Andrews reallege and incorporate by reference the foregoing, as  
20 though fully set forth herein.

21           83.    At all times material to this complaint, Plaintiffs MacIntyre and Andrews were  
22 employees within the meaning of the FEHA.

23           84.    Defendant is an employer within the meaning of the FEHA.

24           85.    Cal. Govt. Code § 12940(k) requires employers to take all reasonable steps necessary to  
25 prevent discrimination, retaliation, and harassment from occurring.

26           86.    Plaintiff MacIntyre was subjected to discrimination on account her gender and/or national  
27 origin, sexual harassment and retaliation.

28           87.    Plaintiff Andrews was subjected to discrimination on account her gender and/or national

1 origin and retaliation

2 88. Defendant failed to take all reasonable steps to prevent discrimination and/or harassment  
3 from occurring.

4 89. As a direct and further proximate result of the above violations of their rights, Plaintiffs  
5 MacIntyre and Andrews have suffered damages in the form of past and future wage loss, other  
6 pecuniary losses, and emotional distress in an amount to be proven at trial.

7 90. As a result of Defendant's unlawful acts, Plaintiffs MacIntyre and Andrews are entitled to  
8 compensatory damages, equitable relief, attorneys' fees, and costs.

9 91. Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
10 with the wrongful intention of injuring Plaintiffs MacIntyre and Andrews, and/or with conscious  
11 disregard of the rights and safety of Plaintiffs, and/or with an improper and evil motive amounting to  
12 malice. Plaintiffs MacIntyre and Andrews are thus entitled to recover punitive damages from Defendant  
13 in an amount according to proof.

14 WHEREFORE, Plaintiffs request relief as set forth below.

15 **XI. SIXTH CAUSE OF ACTION**  
16 **Harassment Based on Gender**

17 **In Violation of California Fair Employment and Housing Act ("FEHA")**  
18 **[Cal. Gov. Code §12940(a) and 12940(j)] on behalf of Plaintiff MacIntyre**

19 92. Plaintiff MacIntyre realleges and incorporates by reference the foregoing, as though fully  
20 set forth herein.

21 93. At all times material to this complaint, Plaintiff MacIntyre was an employee within the  
22 meaning of the FEHA.

23 94. Defendant is an employer within the meaning of the FEHA.

24 95. California Government Code §§ 12940(a) and (j), prohibits an employer from  
25 discriminating against and harassing an employee on the basis of her gender.

26 96. The above-described actions and omissions of Defendant constituted harassment of  
27 Plaintiff MacIntyre on account of her gender. This harassment included, but was not limited to, the  
28 following: President Oberstein's unwanted touching, which included approaching from behind and  
giving shoulder rubs, kissing on the cheek, and aggressive physical acts amounting to grabbing by the

1 shoulders and drawing MacIntyre's person in close and yelling with disdain in a public setting.

2 97. Plaintiff MacIntyre was subjected to working in a severe, persistent or pervasively hostile  
3 work environment, which interfered with her work performance, denied her employment privileges, and  
4 adversely affected the terms and conditions of her job on the basis of her gender.

5 98. The harassing conduct to which Plaintiff MacIntyre was subjected was so severe,  
6 widespread or persistent that a reasonable woman in the circumstances of Plaintiff MacIntyre would  
7 have considered the work environment to be hostile or abusive.

8 99. Plaintiff MacIntyre considered the work environment to be hostile or abusive.

9 100. The conduct alleged herein violates Government Code Section 12940 *et seq.*, which  
10 prohibits discrimination on the basis of gender. Those sections require defendants to refrain from  
11 harassing any employee on the basis of her gender.

12 101. As a direct and further proximate result of the above violations of her rights, Plaintiff  
13 MacIntyre has suffered damages in the form of past and future wage loss, other pecuniary losses, and  
14 emotional distress in an amount to be proven at trial.

15 102. As a result of Defendant's unlawful acts, Plaintiff MacIntyre is entitled to compensatory  
16 damages, equitable relief, attorneys' fees, and costs.

17 103. Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
18 with the wrongful intention of injuring Plaintiff MacIntyre, and/or with conscious disregard of the rights  
19 and safety of Plaintiff MacIntyre, and/or with an improper and evil motive amounting to malice.  
20 Plaintiff MacIntyre is thus entitled to recover punitive damages from Defendant in an amount according  
21 to proof.

22 WHEREFORE, Plaintiff MacIntyre requests relief as set forth below.

23 **XII. SEVENTH CAUSE OF ACTION**  
24 **Discrimination in Payment on Basis of Sex**  
**[Cal. Lab. Code § 1197.5] on behalf of Plaintiff MacIntyre**

25 104. Plaintiff MacIntyre realleges and hereby incorporates by reference the foregoing  
26 paragraphs, as though fully set forth herein.

27 105. Defendants employed Plaintiff MacIntyre and one or more members of the opposite sex  
28 who performed substantially similar work under similar working conditions.

1 106. Plaintiff MacIntyre was paid a lower wage than the members of the opposite sex who  
2 were performing substantially similar work under similar working conditions.

3 107. Defendant did the acts alleged herein willfully.

4 108. Because of Defendant's unlawful acts, Plaintiff MacIntyre is entitled to the amount of  
5 wages, and interest thereon, of which she was deprived by reason of the violation, as well as an equal  
6 amount as liquidated damages.

7 WHEREFORE, Plaintiff MacIntyre requests relief as set forth below.

8 **XIII. EIGHTH CAUSE OF ACTION**

9 **Associational Discrimination**

10 **In Violation of California Fair Employment and Housing Act ("FEHA")  
[Cal. Gov. Code §§ 12926(a), (o) and 12940(h)] on behalf of Plaintiff Andrews**

11 109. Plaintiff Andrews realleges and incorporates by reference the foregoing, as though fully  
12 set forth herein.

13 110. At all times material to this complaint, Plaintiffs Andrews was an employee within the  
14 meaning of the FEHA.

15 111. Defendant is an employer within the meaning of the FEHA.

16 112. Pursuant to California Government Code §§ 12926(a), (o) and 12940(h), it is an unlawful  
17 employment practice for an employer to discriminate against an employee on account of her association  
18 with an individual who has engaged in protected activity and/or because of that employee's association  
19 with a person who has, or is perceived to have a protected characteristic.

20 113. The above-described actions and omissions of Defendant constitute associational  
21 discrimination, in that Defendant terminated Plaintiff Andrews on account of her association with  
22 Plaintiff MacIntyre, who had repeatedly complained about discrimination on the basis of gender and  
23 sexual harassment. Moreover, LCCW knew Plaintiff MacIntyre suffered a disabling medical condition  
24 requiring a leave of absence beginning in February 2019. Plaintiffs attribute the disabling medical  
25 condition to LCCW's conduct, which affected Plaintiff Andrews' ability to do her job because she  
26 provided care for her wife, Plaintiff MacIntyre.

27 114. As a direct and further proximate result of the above violations of her rights, Plaintiff  
28 Andrews has suffered damages in the form of past and future wage loss, other pecuniary losses, and



1 emotional distress in an amount to be proven at trial.

2 115. As a result of Defendant's unlawful acts, Plaintiff Andrews is entitled to compensatory  
3 damages, equitable relief, attorneys' fees and costs.

4 116. Defendant did the acts alleged herein maliciously, fraudulently, and oppressively, and/or  
5 with the wrongful intention of injuring Plaintiff Andrews, and/or with conscious disregard of the rights  
6 and safety of Plaintiff Andrews, and/or with an improper and evil motive amounting to malice. Plaintiff  
7 Andrews is thus entitled to recover punitive damages from Defendant in an amount according to proof.

8 WHEREFORE, Plaintiff Andrews requests relief as set forth below.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs MacIntyre and Andrews request judgment against Defendant as  
11 follows:

- 12 1. Compensatory damages on all causes of action;
- 13 2. Punitive damages on the First through Sixth Causes of Action, and the Eighth Cause of  
14 Action.
- 15 3. For unpaid wages and liquidated damages on the Seventh Cause of Action;
- 16 4. For attorneys' fees with respect to the First Cause of Action, and the Third through  
17 Eighth Causes of Action.
- 18 5. Costs of suit;
- 19 6. For such other and further relief as the Court deems just and proper.

20 DATED: January 31, 2020

LEVY VINICK BURRELL HYAMS LLP

21  
22 By: 

SHARON R. VINICK

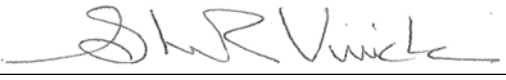
23 Attorneys for Plaintiffs Tamara Macintyre and  
24 Monique Andrews  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury for each and every claim for which they have a right to jury trial.

DATED: January 31, 2020

LEVY VINICK BURRELL HYAMS LLP

By: 

SHARON R. VINICK

Attorneys for Plaintiffs Tamara Macintyre and Monique Andrews

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