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8 JOVAN THOMAS

9 SUPERIOR COURT - STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION

11 JOVAN THOMAS, an individual;

12 Plaintiff,

13 vs

14 CITY AND COUNTY OF SAN FRANCISCO,
15 a Municipal Corporation; OFFICE OF
16 THE SAN FRANCISCO DISTRICT
17 ATTORNEY, a Municipal Entity of Form
18 Unknown; SAN FRANCISCO DISTRICT
19 ATTORNEY BROOKE JENKINS, an
20 individual; RICHARD NG, an individual;
21 RANDY QUEZADA, an individual; and
22 DOES 1 through 50, inclusive,

23 Defendants.

) NO.

) COMPLAINT FOR DAMAGES FOR
) INVASION OF PRIVACY BY PUBLIC
) DISCLOSURE OF PRIVATE FACTS,
) INVASION OF PRIVACY BY PUBLICITY
) PLACING PERSON IN FALSE LIGHT IN
) PUBLIC EYE, BREACH OF IMPLIED
) COVENANT OF GOOD FAITH AND
) FAIR DEALING, DEFAMATION,
) VIOLATION OF LABOR CODE
) SECTION 1050, NEGLIGENCE,
) INTENTIONAL OR RECKLESS
) INFLECTION OF SEVERE EMOTIONAL
) DISTRESS, FRAUD AND DECEIT
) (INTENTIONAL OR RECKLESS OR
) NEGLIGENT MISREPRESENTATION OR
) SUPPRESSION OF FACT), FRAUD AND
) DECEIT (PROMISE MADE WITHOUT
) INTENTION TO PERFORM),
) INTENTIONAL OR RECKLESS OR
) NEGLIGENT INTERFERENCE WITH
) PROTECTED PROPERTY INTERESTS,
) ECONOMIC RELATIONSHIPS,
) CONTRACTUAL RELATIONS AND
) PROSPECTIVE ECONOMIC
) ADVANTAGE, CONSPIRACY AND
) DECLARATORY RELIEF

24 [JURY TRIAL DEMANDED]

1 Plaintiff JOVAN THOMAS brings this civil action against the above-named
2 defendants, and each of them, demands trial by jury and complains and alleges as
3 follows:

4 THE PARTIES

5
6 1. Plaintiff JOVAN THOMAS ("THOMAS") is an individual whose residence
7 and principal place of business is in the State of California.

8
9 2. Plaintiff is informed and believes and thereon alleges that at all
10 material times defendant CITY AND COUNTY OF SAN FRANCISCO ("CCSF"), is a
11 municipal corporation organized and existing under and by virtue of the laws of
12 the State of California and doing business in the State of California in San Francisco
13 County.

14
15 3. Plaintiff is informed and believes and thereon alleges that at all
16 material times defendant OFFICE OF THE SAN FRANCISCO DISTRICT ATTORNEY
17 ("SFDA"), is a municipal entity of form unknown organized and existing under and
18 by virtue of the laws of the State of California and doing business in the State of
19 California in San Francisco County.

20
21 4. Plaintiff is informed and believes and thereon alleges that at all
22 material times defendant BROOKE JENKINS ("JENKINS") is an individual who was
23 employed as the San Francisco District Attorney and employed by defendants CCSF
24 and SFDA who works and resides in the State of California in San Francisco County.

25
26 5. Plaintiff is informed and believes and thereon alleges that at all
27 material times defendant RANDY QUEZADA ("QUEZADA") is an individual who was
28 employed as the San Francisco District Attorney and employed by defendants CCSF
and SFDA who works and resides in the State of California in San Francisco County.

1 6. Plaintiff is informed and believes and thereon alleges that at all
2 material times defendant RICHARD NG ("NG") is an individual who was employed
3 as the San Francisco District Attorney and employed by defendants CCSF and SFDA
4 who works and resides in the State of California in San Francisco County.

5 7. Plaintiff is unaware of the true names and capacities of the individuals
6 sued herein as DOES ("DOES") 1 through 50, inclusive. Plaintiff, therefore, sues
7 these defendants by these fictitious names. Plaintiff is informed and believes and
8 thereon alleges that each of these fictitiously named defendants are responsible in
9 some manner for the acts, omissions and occurrences herein alleged and that
10 plaintiff's losses as herein alleged were proximately caused by such acts, omissions
11 and occurrences. Plaintiff will amend this Complaint to allege the true names and
12 capacities of these fictitiously named defendants when ascertained.

13 8. Plaintiff is informed and believes and thereon alleges that at all
14 material times, DOES 1 through 10, inclusive, control defendant SFDA and exercise
15 substantial authority in devising and implementing personnel policies at defendant
16 SFDA. Any reference to defendant SFDA in this Complaint includes DOES 1 through
17 10, inclusive, as well.

18
19 9. Plaintiff is informed and believes and thereon alleges that at all
20 material times, DOES 11 through 29, inclusive, were employed by defendants CCSF
21 and SFDA.

22
23 10. At all material times, defendants acted by and through their officers,
24 agents and employees, including the defendants fictitiously named herein, each of
25 whom was acting within the purpose and scope of his or her agency or employment
26 and whose acts, omissions and conduct alleged herein were known to, authorized
27 by and ratified by defendants.
28

1 11. At all material times, defendants, and each of them, acted as the
2 agents of one another in the acts, omissions and occurrences herein alleged.

3
4 12. The acts, omissions, conduct, contracts, promises and violations of the
5 law herein alleged were done, made, performed or to be performed in substantial
6 part in the County of San Francisco, State of California.

7 THE FACTS
8

9 13. Plaintiff is a fifty-six-year-old African American man.
10

11 14. In or about March of 2015, plaintiff was hired by defendants CCSF and
12 SFDA as a Victim Witness Advocate.

13
14 15. Plaintiff's work for defendants CCSF and SFDA as Victim Witness
15 Advocate was excellent and acknowledged to be excellent by defendants.

16
17 16. On or about January 26, 2024, plaintiff, who is straight, was texting
18 with a straight, male, long-time personal friend and fraternity brother who was in
19 New Zealand to bury his father. Hoping to cheer up his friend, who was distraught
20 and grieving the death of his father, plaintiff intended to text his friend a jokey
21 question of the sort that that plaintiff had sent his friend on occasion in the past in
22 order to cheer him up - namely, "what color are your panties?" Plaintiff's text to
23 his friend was a whimsical question that was part of plaintiff's standard jocular
24 repertoire with his friend. In the context of their long-time friendship, plaintiff's
25 flip question had no sexual, off-color, obscene, misogynistic or sexist meaning or
26 intent. Rather, it was a goofy, non-sequitur by one long-time friend to another
27 friend intended to try to divert and cheer him up while he was going through a
28 difficult and upsetting experience. Plaintiff's text was not an actual inquiry about

1 the color of his friend's panties, as plaintiff was aware that his friend was a straight
2 male who did not wear panties. It was a silly joke intended to cheer up his friend.

3
4 17. Unfortunately, just as plaintiff was about to send his playful text to his
5 friend, plaintiff received an email from defendant JENKINS. Defendant Jenkins'
6 email was a calendar invitation to an anti-discrimination meeting relating to the
7 1998 torture and murder of Matthew Shepard sent to the entire staff of defendant
8 SFDA.

9
10 18. Instead of texting his playful question to his friend, plaintiff
11 accidentally emailed it ("plaintiff's Email") to defendant JENKINS. More
12 unfortunate still, plaintiff pressed "reply all," so that plaintiff's Email was sent, not
13 just to defendant JENKINS, but to the entire staff of defendant SFDA.

14
15 19. Plaintiff immediately told the staff at defendant SFDA and defendant
16 JENKINS that had received plaintiff's Email that he had intended to text his
17 lighthearted question to a grieving male friend and, instead, accidentally emailed it
18 in response to defendant JENKINS' email that he had just received. Plaintiff
19 immediately apologized for his mistake.

20
21 20. It was immediately obvious to defendant JENKINS and everyone else at
22 defendant SFDA who had received plaintiff's Email: that plaintiff had sent it
23 inadvertently; that he had not intended to email his boss, the District Attorney,
24 asking her what color panties she was wearing; that plaintiff's Email was not sexual,
25 off-color, obscene, misogynistic, workplace harassment or sexist in meaning or
26 intent. Absolutely no one who received plaintiff's Email could reasonably have
27 believed that plaintiff had actually inquired of his boss, the District Attorney of San
28 Francisco, what color panties she was wearing, either seriously or as a joke, much
less in an email sent to the entire staff at defendant SFDA. This is particularly the
case given the sensitive nature of the work that plaintiff did at defendant SFDA.

1 21. Defendant JENKINS immediately informed everyone at defendant SFDA
2 who had received plaintiff's Email that plaintiff's Email was to remain confidential
3 within defendant SFDA and ordered that no one disclose plaintiff's Email to
4 anyone.

5 22. Immediately after plaintiff accidentally sent his email, Chief Assistant
6 District Attorney Ana Gonzalez sent an email to the staff at defendant SFDA
7 informing them that the matter was being handled by the administration and
8 ordering the staff to delete plaintiff's Email and not share it.

9
10 23. Later in the day on January 26, 2024, plaintiff was told by defendant
11 RICHARD NG ("NG"), Director of Human Resources at defendant SFDA, that plaintiff
12 was being laid off by defendants CCSF and SFDA, though not terminated for cause.
13 Defendant NG told plaintiff that there would be no disciplinary action attached to
14 plaintiff's lay-off and that plaintiff would be entitled to re-apply for work for
15 defendants CCSF and SFDA. Defendant NG thereafter sent plaintiff documentation
16 of plaintiff's lay-off that confirmed that plaintiff had been laid off, not terminated
17 for cause. Later that day, plaintiff received paperwork from defendant NG saying
18 that he had been laid off rather than terminated for cause.

19 24. On January 26, 2024, plaintiff received an email from defendant
20 JENKINS telling him he was being "released from [his] exempt appointment as an
21 8129 Victim/ Witness Investigator I with the San Francisco District Attorney's
22 Office."

23
24 25. Plaintiff is informed and believes and thereon alleges that, after his
25 termination, defendants, including, but not limited to defendant JENKINS, made
26 false, fraudulent, malicious and humiliating statements about plaintiff to the press
27 and others.
28

1 26. Plaintiff is informed and believes and thereon alleges that, within
2 minutes of plaintiff's Email, defendants contacted members of the press and told
3 them about plaintiff's Email.

4 27. Plaintiff is informed and believes and thereon alleges that defendants
5 also told members of the press that plaintiff had a history of workplace sexual
6 harassment at the San Francisco District Attorney's Office, referring to a lawsuit
7 filed by Jane Doe a number of years earlier.

8
9 28. What followed was a deluge of print and electronic press and other
10 postings and commentary about plaintiff's Email ("the Press Response") and the
11 Jane Doe case.

12
13 29. In response to the Press Response, defendants did not explain to the
14 press that plaintiff's Email was a wacky email that plaintiff intended to send to a
15 friend that was accidentally sent to defendants.

16 30. Rather, defendants told the press that "[Plaintiff's] misogynistic
17 behavior violates [defendant SFDA's] code of conduct and [plaintiff] has been
18 terminated. The District Attorney's Office is committed to maintaining a
19 professional office environment where all staff members are treated with dignity
20 and respect and not subject to harassment or a hostile work environment."

21
22 31. Nor did defendants explain to the press that the Jane Doe case was
23 meritless and that there was no evidence that plaintiff had engaged in sexual
24 harassment in the workplace or elsewhere in connection with Jane Doe or any
25 other person.
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27
28

1 32. Rather, plaintiff is informed and believes and thereon alleges that
2 defendants told or implied to the press that plaintiff's Email and the Jane Doe case
3 were all part of an ongoing history of workplace sexual harassment and misogyny
4 by plaintiff, all of which was the reason that defendants terminated plaintiff's
5 employment.

6 33. On or about February 2, 2024, plaintiff received paperwork from
7 defendant NG saying that he had been terminated for cause, directly contradicting
8 defendant NG's prior written and oral representations to plaintiff.

9
10 34. Plaintiff is informed and believes and thereon alleges that defendants
11 changed his termination paperwork to state that plaintiff was terminated for cause
12 rather than laid off in order to validate the false statements outlined above that
13 defendants had made to the press about plaintiff, his employment and the reason
14 he was terminated.

15 35. Defendants continued to maintain their false narrative about plaintiff
16 in response to plaintiff's claim for unemployment benefits.

17
18 36. Plaintiff is informed and believes and thereon alleges that defendants
19 planned to and have maintained their false narrative about plaintiff in response to
20 inquiries about plaintiff from potential future employers.

21
22 37. Defendant's conduct was a tortious violation of plaintiff's rights and
23 privacy, constituted defamation and caused plaintiff tremendous economic
24 damages and emotional distress.

25 38. On or about March 6, 2024, plaintiff filed a Claim ("plaintiff's Claim")
26 against defendants CCSF, SFDA, JENKINS, NG, QUEZADA and other employees and
27 agents of the foregoing regarding the termination of plaintiff and the
28

1 dissemination of false, malicious, humiliating and fraudulent statements about
2 plaintiff to the press and others.

3
4 39. On or about April 25, 2024, plaintiff's Claim was denied.

5
6 40. Plaintiff has exhausted his administrative remedies.

7 I.

8 FIRST CAUSE OF ACTION

9 INVASION OF PRIVACY BY PUBLIC DISCLOSURE OF PRIVATE FACTS

10 (By plaintiff against all defendants)

11
12 41. Plaintiff incorporates herein by reference the allegations contained in
13 the Paragraphs, above, as though fully set forth herein.

14
15 42. Beginning on or about January 26, 2024, and continuing to date,
16 defendants, knowingly and without plaintiff's prior valid consent, invaded
17 plaintiff's right to privacy by the above-described disclosures.

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19 43. The above-mentioned disclosures by defendants were public
20 disclosures to a large number of people in that the disclosures were made to many
21 thousands of people. The facts disclosed about plaintiff were private facts that
22 plaintiff desired to keep private. Plaintiff had no desire for many thousands of
23 people to hear such disclosures. The disclosures by defendants of the above-
24 mentioned facts were offensive and objectionable to plaintiff and to a reasonable
25 person of ordinary sensibilities.

26
27 44. The private facts disclosed by defendants were not of legitimate public
28 concern, or newsworthy.

1 45. Plaintiff incorporates herein by reference the damage allegations,
2 below, as though fully set forth herein.

3 II.

4 SECOND CAUSE OF ACTION

5 INVASION OF PRIVACY BY PUBLICITY PLACING PERSON

6 IN FALSE LIGHT IN PUBLIC EYE

7 (By plaintiff against all defendants)

8
9 46. Plaintiff incorporates herein by reference the allegations contained in
10 the Paragraphs, above, as though fully set forth herein.

11
12 47. On or about January 26, 2024, and continuing to date, defendants,
13 knowingly and without plaintiff's prior valid consent, invaded plaintiff's right to
14 privacy by the above-described disclosures.

15 48. The disclosures by defendants created publicity in the sense of a
16 public disclosure to a large number of people.

17
18 49. The publicity created by defendants placed plaintiffs in a false light in
19 the public eye in that the disclosures contained false statements and inaccuracies
20 which incorrectly portrayed plaintiff (a) as having intentionally asked defendant
21 JENKINS "what color are your panties?", (b) as misogynistic, (c) as sexist, (d) as
22 having engaged in repeated workplace sexual harassment and (e) as creating a
23 hostile workplace environment.

24
25 50. The publicity created by defendants was offensive and objectionable to
26 plaintiff and to a reasonable person of ordinary sensibilities in that it made
27 plaintiff the object of obloquy and ridicule.

28

1 57. By the above actions and omissions, defendants CCSF and SFDA
2 unfairly interfered with the right of plaintiff to receive the benefits of the
3 agreements mentioned above.

4 58. By doing so, defendants CCSF and SFDA did not act fairly and in good
5 faith.

6
7 59. Plaintiff incorporates herein by reference the damage allegations
8 contained in the Paragraphs below as though fully set forth herein.

9
10 IV.
11 FOURTH CAUSE OF ACTION
12 DEFAMATION
13 (By plaintiff against all defendants)

14 60. Plaintiff incorporates herein by reference the allegations contained in
15 the Paragraphs above as though fully set forth herein.

16
17 61. By the above-described acts, omission and statements, defendants, and
18 each of them, individually and through their officers, directors, partners, agents
19 and/or employees acting within the scope of their employment, caused to be
20 published the above-described false and unprivileged communications tending
21 directly to injure plaintiff in his business and professional reputation.

22
23 62. As a direct and proximate result of the acts, omissions and statements
24 set forth above, plaintiff has been was unable to obtain comparable work in the
25 business he had worked in for almost ten (10) years. Indeed, as a direct and
26 proximate result of the acts, omissions and statements set forth above, plaintiff has
27 been was unable to obtain any work whatsoever.
28

1 63. The statements set forth above were published with express and
2 implied malice on the part of all defendants and each of them with design and
3 intent to injure plaintiff in his good name, reputation and employment. Such
4 defendants' express and implied malice supports plaintiff's demand for punitive
5 damages, below, for defendants' defamation.

6 64. Plaintiff incorporates herein by reference the damage allegations
7 contained in the Paragraphs below as though fully set forth herein.

8
9 V.

10 FIFTH CAUSE OF ACTION

11 VIOLATION OF LABOR CODE SECTION 1050

12 (By plaintiff against all defendants)

13
14 65. Plaintiff incorporates herein by reference the allegations contained in
15 the Paragraphs above as though fully set forth herein.

16 66. Plaintiff is informed and believes and thereon alleges that the
17 foregoing conduct violated California Labor Code §1050 in that defendants, and
18 each of them, individually and through their officers, directors, partners, agents
19 and/or employees acting at least in part within the scope of their employment,
20 prevented and/or attempted to prevent plaintiff from obtaining subsequent
21 employment by the misrepresentations set forth above. In fact, plaintiff was at all
22 material times, a hard-working, competent, diligent employee who (a) had not
23 intentionally asked defendant JENKINS "what color are your panties?," (b) had not
24 engaged in misogynistic behavior, (c) had not engaged in sexist behavior, (d) had
25 not engaged in repeated workplace sexual harassment and (e) had not created a
26 hostile workplace environment. Plaintiff, thus, is entitled to treble his damages
27 proximately caused by defendants' misrepresentations, pursuant to California
28 Labor Code Section 1054.

1
2 67. Plaintiff incorporates herein by reference the damage allegations
3 contained in the Paragraphs below as though fully set forth herein.

4
5 VI.
6 SIXTH CAUSE OF ACTION
7 NEGLIGENCE

8
9 (By plaintiff against defendants CCSF and SFDA)

10 68. Plaintiff incorporates herein by reference the allegations contained in
11 Paragraphs above as though fully set forth herein.

12 69. Defendants CCSF and SFDA, and each of them, owed the following
13 duties, among others, to plaintiff:

14 A. The duty to exercise reasonable care in performing their
15 functions, duties and responsibilities as owners and managers of defendants
16 CCSF and SFDA, including, but not limited to, the duty to exercise reasonable
17 care in ownership, management and operation of defendants CCSF and SFDA,
18 including, but not limited to, the duty to exercise reasonable care in the
19 screening, hiring, employment, training, supervision, monitoring, controlling
20 and disciplining of employees at defendants CCSF and SFDA.

21 B. The duty to exercise reasonable care to protect plaintiff from
22 injury.

23
24 70. Defendants CCSF and SFDA, and each of them, knew or should have
25 known with reasonable certainty that plaintiff would suffer monetary and
26 emotional and physical damages as set forth herein if defendants, and each of
27 them, failed to perform their duties in a proper manner and fashion as was the
28

1 reasonable standard for each of said defendants at or about January 26, 2024, and
2 thereafter.

3
4 71. Because of the foregoing, defendants CCSF and SFDA, and each of
5 them, failed and neglected to perform such functions, duties and responsibilities
6 properly, adequately and within or above the prevailing standard of care, so that
7 defendants, and each of them, breached their individual duties of care to plaintiff.

8 72. As a result of the above-described breach, plaintiff was injured as
9 alleged above.

10
11 73. Plaintiff is informed and believes and thereon alleges that the damages
12 described below arose out of, were attributable to and are directly and proximately
13 caused by defendants' breach of such duties.

14 74. Plaintiff incorporates herein by reference the damage allegations
15 contained in the Paragraphs below as though fully set forth herein.

16
17 VII.

18 SEVENTH CAUSE OF ACTION

19 INTENTIONAL OR RECKLESS INFLICTION OF SEVERE EMOTIONAL DISTRESS

20 (By Plaintiff Against all Defendants)

21
22 75. Plaintiff incorporates herein by reference the allegations contained in
23 Paragraphs above as though fully set forth herein.

24 76. Nearly ten (10) years ago, plaintiff accepted employment with
25 defendants CCSF and SFDA.
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27
28

1 77. Defendants were in a position of power over plaintiff, with the
2 potential to abuse that power. Plaintiff was in a vulnerable position because of his
3 relative lack of power, because of his reliance on defendants' assurances and
4 forbearance of the possibility of becoming employed elsewhere, because he had
5 placed his trust in defendants, because he depended on his employment for his
6 self-esteem and sense of belonging, because he relied upon his employment as a
7 source of income for his support, and because of the great disparity in bargaining
8 power between plaintiff and his employer. Defendants were aware of plaintiff's
9 vulnerability and the reasons for it.

10 78. On or about January 26, 2024, and continuing to date, defendants
11 performed the acts, omissions and statement described above.

12 79. Defendants' acts, omissions and statements were not a personnel
13 management decision made by qualified, serious or conscientious owners or
14 managers. Defendants' acts, omissions and statement were wildly improper,
15 baseless, mean-spirited and flip.

16 80. Defendants' acts, omissions and statements and the manner in which
17 they were done were outrageous. Further, after nearly ten (10) years of loyal and
18 dedicated service to defendants CCSF and SFCA, defendants acted in a fraudulent,
19 false and sham manner. Defendants intentionally tried to humiliate and degrade
20 plaintiff so that he would not complain about their acts, omissions and statements,
21 leaving plaintiff without his employment and without the income, sense of self-
22 worth and security which he derived from his employment and which defendants
23 knew that he derived from his employment.

24 81. Acting (a) outrageously and with the intention of inflicting severe
25 emotional distress on plaintiff or (b) recklessly, defendants performed the acts,
26 omissions or conduct alleged herein.
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1
2 82. Plaintiff suffered severe emotional distress, suffering and anguish as a
3 legal result of defendants' outrageous conduct, reacting to defendants' acts,
4 omissions and statement with humiliation, embarrassment, anger, disappointment
5 and worry, all of which is substantial and enduring.

6 83. Defendants, and each of them, did the things alleged herein, (a)
7 knowing the information specified in the paragraphs, above; (b) knowing that they
8 had the above-described duties to plaintiff; (c) without conducting any reasonable
9 investigation concerning their obligations to plaintiff; (d) without good and
10 sufficient cause; (e) for extraneous reasons; (f) for the purpose of frustrating
11 plaintiff's enjoyment of plaintiff's rights; (g) knowing that defendants were in a
12 superior position, both financially and because plaintiff was especially vulnerable;
13 and (h) knowing that their acts and omissions would impose upon plaintiff
14 grievous financial, bodily and mental harm, pain and anguish.

15 84. Plaintiff incorporates herein by reference the damage allegations
16 below as though fully set forth herein.

17
18 VIII.

19 EIGHTH CAUSE OF ACTION

20 FRAUD AND DECEIT (INTENTIONAL OR RECKLESS OR NEGLIGENT
21 MISREPRESENTATION OR SUPPRESSION OF FACT)

22 (By plaintiff against all defendants)

23
24 85. Plaintiffs incorporate herein by reference the allegations above as
25 though fully set forth herein.

26 86. On or about January 26, 2024, defendants represented to plaintiff (a)
27 that plaintiff's Email would be kept confidential within defendant SFDA; (b) that
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1 plaintiff's Email would not be disclosed or shared to anyone outside of defendant
2 SFDA; (c) that plaintiff's Email would be deleted by everyone at defendant SFDA
3 who had received it; (d) that as a result of his having inadvertently sent plaintiff's
4 Email, plaintiff was being laid off by defendants CCSF and SFDA and not terminated
5 for cause; and (e) that plaintiff was eligible to re-apply for work with defendants
6 CCSF and SFDA ("Defendants' Representations").

7 87. Defendants' Representations regarded facts that materially affected
8 plaintiff's employment with defendants CCSF and SFDA and how plaintiff
9 responded to the termination of his employment and induced plaintiff, and
10 justifiably so.

11 88. At all material times, Defendants' Representations were and
12 defendants knew, should have known or had no reasonable grounds for not
13 knowing that Defendants' Representations were (a) false and (b) made with the
14 intent and for the purpose of inducing plaintiff respond as he did to the
15 termination of his employment.

16 89. Plaintiff is informed and believes and thereon allege that the actual
17 facts were that, at the time Defendants' Representations were made, Defendants'
18 Representations were false. Defendants suppressed the actual facts.

19 90. At all material times, plaintiff believed Defendants' Representations to
20 be true.

21 91. At all material times, defendants knew or should have known plaintiff
22 believed Defendants' Representations to be true.

1 92. Had plaintiff known the actual facts, that is, but for the false
2 Defendants' Representations, plaintiff would not have responded to the
3 termination of his employment as he did.

4 93. At all material times, plaintiff exercised due diligence in attempting to
5 determine the truth of Defendants' Representations.
6

7 94. Plaintiff incorporates herein by reference the allegations above as
8 though fully set forth herein.
9

10 IX.

11 NINTH CAUSE OF ACTION

12 FRAUD AND DECEIT (PROMISE MADE WITHOUT INTENTION TO PERFORM)

13 (By plaintiff against all defendants)
14

15 95. Plaintiff incorporates herein by reference the allegations contained in
16 the Paragraphs above as though fully set forth herein.

17 96. On or about January 26, 2024, and thereafter, defendants made the
18 representations and promises specified in the preceding Cause of Action
19 ("Defendants' Promises"). Defendants' Promises were repeated to plaintiff and
20 others.
21

22 97. Defendants' Promises induced plaintiff, and justifiably so, to
23 responded to the termination of his employment as he did and were a substantial
24 factor in causing plaintiff harm.

25 98. At all material times and in performing the acts, omissions and
26 conduct alleged herein, defendants knew or should have known the information
27 specified in the foregoing Paragraphs.
28

1 99. At all material times, Defendants' Promises were and said defendants
2 knew or should have known Defendants' Promises were (a) false, (b) made with no
3 intention of performing them, (c) made with the intent and for the purpose of
4 inducing plaintiff to respond to the termination of his employment as he did and
5 were a substantial factor in causing plaintiff harm.

6 100. At all material times, plaintiff believed Defendants' Promises to be true
7 and acted reasonably in doing so.

8
9 101. At all material times, defendants knew or should have known plaintiff
10 believed Defendants' Promises to be true.

11
12 102. Had plaintiff known the actual facts, that is, but for the false
13 Defendants' Promises, plaintiff would not have responded to the termination of his
14 employment as he did.

15 103. At all material times, plaintiff has exercised due diligence in
16 attempting to determine the truth of Defendants' Promises.

17
18 104. Plaintiff incorporate herein by reference the damage allegations
19 contained in the Paragraphs below as though fully set forth herein.

1 X.

2 TENTH CAUSE OF ACTION

3 INTENTIONAL OR RECKLESS OR NEGLIGENT INTERFERENCE WITH
4 PROTECTED PROPERTY INTERESTS, ECONOMIC RELATIONSHIPS, CONTRACTUAL
5 RELATIONS AND PROSPECTIVE ECONOMIC ADVANTAGE

6 (By plaintiff against all defendants)

7 105. Plaintiff incorporates herein by reference the allegations above as
8 though fully set forth herein.

9
10 106. At all material times and in performing the acts, omissions and
11 conduct alleged herein, defendants knew or should have known that plaintiff had
12 numerous contractual and other economic relationships arising as a result of
13 plaintiff's profession, trade or business.

14 107. Defendants willfully, wantonly, maliciously, oppressively and
15 fraudulently acted and omitted to act as alleged above. By the foregoing acts and
16 omissions, defendants intentionally or recklessly or negligently interfered with the
17 above-mentioned contractual and other economic relationships between plaintiff
18 and such third parties and with such protected property interest. Defendants did
19 so with the intent to cause plaintiff grievous financial, bodily and mental damages,
20 harm, pain and anguish. Defendants' acts were intended to and did directly affect
21 plaintiff's profession, trade or business. It was foreseeable that the acts complained
22 of would injure plaintiff. Plaintiff have clearly suffered injury. There was a direct or
23 close connection between defendants' conduct and the injury suffered. There is a
24 high degree of moral blame to defendants' conduct. Public policy supports the
25 finding of a duty of care in this case.

26 108. Plaintiff incorporates herein by reference the damage allegations
27 below as though fully set forth herein.

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XI.
ELEVENTH CAUSE OF ACTION
CONSPIRACY
(By plaintiff against all defendants)

109. Plaintiff incorporates herein by reference the allegations contained in the Paragraphs above as though fully set forth herein.

110. Commencing on or about January 26, 2024, defendants, and each of them, knowingly and willfully conspired and agreed among themselves to damage plaintiff emotionally and financially by committing the above-alleged acts constituting the above-mentioned causes of action ("Defendants' Conspiracy").

111. Pursuant to Defendants' Conspiracy, and in furtherance thereof, defendants acted as herein alleged.

112. As a proximate result of defendants' wrongful acts and omissions herein alleged pursuant to Defendants' Conspiracy, defendants, knowing of and participating in Defendants' Conspiracy herein alleged, did wrongfully act as herein alleged.

113. Plaintiff incorporates herein by reference the damage allegations, below, as though fully set forth herein.

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XII.
TWELFTH CAUSE OF ACTION
DECLARATORY RELIEF
(By Plaintiff Against all Defendants)

114. Plaintiff incorporates herein by reference the allegations contained in the Paragraphs above as though fully set forth herein.

115. An actual controversy has arisen and now exists between plaintiff and defendants concerning their respective rights and duties.

116. Plaintiff desires a judicial determination of their rights and duties and a declaration as to which parties' contentions are correct.

117. A judicial declaration is necessary and appropriate at this time under the circumstances in order that plaintiff may ascertain his rights and duties.

118. Plaintiff incorporates herein by reference the damage allegations below as though fully set forth herein.

DAMAGES

119. As a direct and proximate result of the acts, omissions and conduct of defendants, and each of them, herein alleged, plaintiff has sustained substantial compensable losses, including, but not limited to: losses in earnings, bonuses, deferred compensation and other employment benefits; injuries to plaintiff's protected property interests; general damage to plaintiff's reputation; loss due to stigma; injury to plaintiff's property, business, trade, profession and occupation; the expenses plaintiff has incurred mitigating the conduct of defendants, and each of them; losses incurred seeking substitute employment and loss of earnings,

1 deferred compensation and other employment benefits; the attorneys' fees and
2 other litigation expenses plaintiff has incurred and will continue to incur in
3 prosecuting this action; interest on the amount of losses incurred in earnings,
4 deferred compensation and other employee benefits; the interest on borrowed
5 money; the value of plaintiff's time in prosecuting this action; the travel expenses
6 plaintiff has incurred and will continue to incur in prosecuting this action; other
7 economic losses; other incidental expenses; and other special and general damages.
8 Plaintiff's substantial compensable losses are in amounts not fully ascertained, but
9 are within the jurisdiction of this Court. Plaintiff will seek leave to amend this
10 Complaint when the exact amount of these damages has been ascertained, or on
11 proof thereof.

12 120. As a direct and proximate result of the acts, omissions and conduct of
13 defendants, and each of them, plaintiff has suffered, and continues to suffer,
14 embarrassment, mortification, indignity and humiliation and severe physical,
15 mental and emotional distress and discomfort and irreparable injury to his
16 business reputation, all to his detriment and damage in amounts not fully
17 ascertained but within the jurisdiction of this Court, and for which plaintiff has
18 been forced to seek personal, medical and related care and treatment and plaintiff
19 has incurred, and will continue to incur, expenses therefor. Plaintiff will seek leave
20 to amend this Complaint when the exact amount of these damages has been
21 ascertained, or on proof thereof.

22 121. Plaintiff is entitled to treble his damages proximately caused by
23 defendants' misrepresentations, pursuant to California Labor Code §1054.

24 122. Defendants, and each of them, did the things alleged herein, (a)
25 knowing that the conduct they required of plaintiff was unlawful; (c) without
26 conducting any reasonable investigation concerning their obligations; (d) without
27 good and sufficient cause; (e) knowing that defendants were in a superior position,
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1 both financially and because plaintiff was especially vulnerable; (f) in the case of
2 the individual defendants, pursuant to a joint design, scheme and conspiracy to
3 injure plaintiff; and (g) knowing that their conduct would impose upon plaintiff
4 grievous financial, bodily and mental harm, pain and anguish. Nevertheless, acting
5 fraudulently, oppressively, maliciously and outrageously towards plaintiff, with
6 conscious disregard for his known rights and with the intention of wrongfully
7 interfering with his prospective economic advantage and property interests and of
8 intentionally causing, or willfully disregarding the probability of causing, unjust
9 and cruel hardship to him, defendants, and each of them, committed the acts and
10 omissions herein alleged. In so doing, defendants, and each of them, intended to
11 and did vex, injure and annoy plaintiff. After plaintiff has had the opportunity to
12 inspect defendants' net worth, plaintiff will seek leave to amend this Complaint to
13 ask that defendants, and each of them, pay plaintiff punitive and exemplary
14 damages in an amount sufficient to ensure that defendants, and each of them, will
15 be deterred from similar conduct and as an example to deter others from
16 disregarding the rights of similar plaintiffs.

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18 PRAYER FOR RELIEF

19 WHEREFORE, plaintiff prays for relief and judgment against defendants, and
20 each of them, as follows:

- 21 A. That the Court adjudge and decree the rights, duties and liabilities of
22 the parties;
- 23 B. That the Court adjudge and decree that defendants, and each of them,
24 pay plaintiff compensatory damages according to proof;
- 25 C. That the Court adjudge and decree that defendants, and each of them,
26 pay plaintiff special and general damages, according to proof;
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- D. That the Court adjudge and decree that defendants, and each of them, pay plaintiff interest as allowed by law;
- E. That the Court adjudge and decree that, after plaintiff has had the opportunity to inspect defendants' net worth, defendants, and each of them, pay plaintiff punitive and exemplary damages in an amount so as to ensure that defendants will be deterred from similar conduct and as an example to deter others from disregarding the rights of similar plaintiffs;
- F. That the Court adjudge and decree that defendants, and each of them, pay plaintiff's attorneys' fees pursuant to C.C.P. §1021.5 and Government Code §12965(b) and costs of suit herein; and
- G. That the Court adjudge and decree that defendants, and each of them, pay plaintiff treble his damages proximately caused by defendants' misrepresentations, pursuant to California Labor Code §1054.
- H. That the Court grant such other and further relief as the Court deems just and proper under the circumstances.

DATED: July 19, 2024

LAW OFFICES OF R. MICHAEL LIEBERMAN

BY:

R. MICHAEL LIEBERMAN

Attorneys for Plaintiff
JOVAN THOMAS