

1 Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
2 Rachael E. Sauer (Bar No. 308549)
rsauer@kingsiegel.com
3 **KING & SIEGEL LLP**
4 724 S. Spring Street, Suite 201
Los Angeles, California 90014
5 tel: (213) 465-4802
6 fax: (213) 465-4803

7 Attorneys for Plaintiff Thao Dipolito

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/26/2026 3:46 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 **Thao Dipolito**, an individual,

12 Plaintiff,

13 vs.

14 **Doc Johnson Enterprises**, a
15 California stock corporation; **Health**
16 **Devices Corporation**, a Delaware
stock corporation; **Chad**
17 **Braverman**, an individual; **Ronald**
18 **Braverman**, an individual; and **Does**
1-10, inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

CASE NO. 26STCV02593

VERIFIED COMPLAINT FOR:

- 1) **Discrimination in Violation of FEHA;**
- 2) **Harassment in Violation of FEHA;**
- 3) **Retaliation in Violation of FEHA;**
- 4) **Failure to Prevent Discrimination, Harassment and Retaliation in Violation of FEHA;**
- 5) **Failure to Accommodate in Violation of FEHA;**
- 6) **Failure to Engage in Good Faith Interactive Process in Violation of FEHA;**
- 7) **Interference in Violation of CFRA;**
- 8) **Retaliation in Violation of Labor Code § 1102.5; and**
- 9) **Wrongful Termination in Violation of Public Policy.**

Demand for Jury Trial

1 Plaintiff Thao Dipolito, by and through her attorneys, hereby complains and
2 alleges as follows:

3 **PARTIES**

4 1. Plaintiff **Thao Dipolito** (“Plaintiff” or “Ms. Dipolito”) is a 51-year-old
5 Asian woman who was employed by Defendants as a Marketing Manager. She was
6 initially hired as a Social Media Consultant in 2016 and, on or about June 6, 2017
7 was brought on as the Marketing Manager. Ms. Dipolito’s job duties included, but
8 were not limited to, marketing, social media, talent relations, events, PR,
9 partnerships and reviewing contracts. Ms. Dipolito performed her job duties
10 competently throughout her employment until she was terminated on or about July
11 12, 2024.

12 2. Defendant **Doc Johnson Enterprises** (“Defendant” or “Doc
13 Johnson” or “DJE”) is a California stock corporation with its principal place of
14 business at 11933 Vose Street, North Hollywood, CA 91605. At all times relevant to
15 this Complaint, DJE was Plaintiff’s employer and employed more than five people.

16 3. Defendant **Health Devices Corporation** (“Defendant” or “HDC”) is
17 a Delaware stock corporation with its principal place of business at 11933 Vose Street,
18 North Hollywood, CA 91605. At all times relevant to this Complaint, HDC was
19 Plaintiff’s employer and employed more than five people.

20 4. Defendant **Chad Braverman** is a Caucasian man in his early forties
21 who, at all relevant times, was the Chief Operating Officer and Chief Creative Officer
22 of Defendants. Chad Braverman is the son of Ronald Braverman, the founder. On
23 information and belief, Chad Braverman resided in Los Angeles County at all
24 relevant times.

25 5. Defendant **Ronald Braverman** is a Caucasian man in his late
26 seventies who, at all relevant times, was the Owner and President of Defendants. On
27 information and belief, Ronald Braverman resided in Los Angeles County at all
28 relevant times.

1 6. Plaintiff does not currently know the names and true identities of **Does**
2 **1-10**. Plaintiff reserves the right to amend this complaint to show their true names
3 and capacities when this information is ascertained. Each Doe defendant is
4 responsible for the damages alleged pursuant to each of the causes of action asserted,
5 either through its own conduct, or vicariously through the conduct of others. All
6 further references in this complaint to any of the named Defendants include the
7 fictitiously named defendants.

8 7. At all times alleged in the complaint, each Defendant was an agent,
9 servant, employee, partner, and/or joint venture of every other Defendant and was
10 acting within the scope of that relationship with each of the other Defendants.
11 Moreover, the conduct of every Defendant was ratified by each other Defendant.

12 **VENUE AND JURISDICTION**

13 8. This Court has subject matter jurisdiction over any and all causes of
14 action asserted herein pursuant to Article VI, § 10 of the California Constitution and
15 California Code of Civil Procedure §§ 88 and 410.10 because this is a civil action in
16 which the matter in controversy, not including attorneys' fees, interests, and costs,
17 exceeds \$25,000, and because each cause of action asserted arises under the laws of
18 the State of California or is subject to adjudication in the courts of the State of
19 California.

20 9. This Court has personal jurisdiction over Defendants because
21 Defendants either are residents of or have caused injuries in the County of Los
22 Angeles and State of California through their acts, and by their violation of the
23 California Labor Code, California state common law, and California Business &
24 Professions Code §§ 17200, *et seq.*

25 10. Venue is proper in Los Angeles County, pursuant to Code of Civil
26 Procedure § 395(a), because Defendants do business in Los Angeles County and
27 because Plaintiff resided in, earned wages and was harassed and discriminated and
28 retaliated against in Los Angeles County at all times relevant to this complaint.

FACTUAL ALLEGATIONS

11. In 2016, Ms. Dipolito learned of a social media position at Doc Johnson through Scott Watkins, Defendants' Vice President of Sales & Marketing. After interviewing, she was offered a position as a Social Media Consultant and began working for DJE. Later, on or about June 6, 2017, she was brought on as a full-time employee and given the title of Marketing Manager.

12. Ms. Dipolito's responsibilities included social media management, marketing, signing talent to model products, coordinating with talent, assisting with promotional deals, handling events and overseeing PR and partnerships. Her work required submitting all materials to Chad Braverman for approval.

13. By all accounts, Ms. Dipolito excelled in her role. She transitioned from a contractor to an employee with benefits, and received numerous raises, eventually earning more than double her starting salary.

14. However, her employment was marred by the inappropriate sexual conduct she was subjected to on a daily basis by her direct supervisor, Chad. Around the time she began her employment, Chad stopped her right outside the front entrance to the building and told her he had a "*dirty dream*" about her where she was a dominatrix, and he liked it. He told her, "*I bet you're a freak*" and called her "*freaky*." In response, Ms. Dipolito put her hands up and replied, "*I'm going to take what you just said and leave it here, and I am walking the other way*." She then proceeded to walk away to the art department to get away from him.

15. During another early incident when Chad made similar inappropriate remarks, Ms. Dipolito directly asked him to stop speaking to her in that manner, reminding him that he was her supervisor, that she was his employee, and that their relationship was strictly professional.

Culture of Sexual Exploitation and Abuse of Power

16. From the outset, it became clear that DJE operated with a culture of sexual exploitation. Chad Braverman repeatedly asked Ms. Dipolito to solicit sexual

1 favors from female talent. On one occasion, while discussing a female talent, Ms.
2 Dipolito asked Chad if he needed anything else. He responded, “*Yes, can you get the*
3 *talent to give me a blowjob?*” Chad also regularly prioritized his decisions about
4 talent based on whether they would provide him with sexual favors or whether he
5 wanted to sleep with them.

6 17. Alongside Chad, a DJE consultant exploited talent in a similar fashion.
7 In or around May 2022, the consultant disclosed to Ms. Dipolito and Scott that he
8 had been having sexual relationships with multiple members of the talent. Ms.
9 Dipolito later learned that, if any talent refused his sexual advances, he would
10 retaliate by requesting removal of their products from Doc Johnson’s website. On
11 information and belief, to manipulate talent and gain more access to them, the
12 consultant falsely claimed to be a part-owner of Doc Johnson.

13 18. Between 2022 and 2024, approximately eight talent members reached
14 out to Ms. Dipolito directly with complaints that they were being coerced by the
15 consultant into performing sexual favors in exchange for securing product deals with
16 Doc Johnson. Ms. Dipolito was the main point of contact for the talent and was
17 required to escalate these concerns, which she did. She reported the allegations to
18 Scott Watkins and Chad Braverman but, in response, they failed to take any action.
19 Every time Ms. Dipolito brought these complaints to their attention, she was met
20 with dismissive responses such as, “*You sound like a hater,*” and “*You don’t know*
21 *when to back down.*” On one occasion, Chad simply replied, “*I know you just hate*
22 *[him].*”

23 19. Frustrated by the lack of action, Ms. Dipolito began bringing the talent
24 directly to Chad and Scott to voice their complaints. Scott’s response was telling. He
25 shouted at Ms. Dipolito, “*You don’t know when to back off, Thao! You don’t get it.*
26 *Chad is involved with sleeping with the talent too. Nothing will be done.*”

27 20. In February 2024, one of the talent members reported to Ms. Dipolito
28 and Scott that the consultant had propositioned her and another member of talent

1 for sex. When they refused, the consultant attempted to ban her and other women
2 from working with male talent and freeze them out of the industry. Yet again, Scott
3 took no action.

4 21. Also around this time, Ms. Dipolito reviewed the talent contracts and
5 discovered that they had been altered by the consultant. Ms. Dipolito reported this
6 to Scott, who dismissed her concerns. She then escalated to Chad, telling him that
7 many of the contracts were invalid. Chad similarly ignored her. Ms. Dipolito later
8 learned that these contract issues stemmed from the talent being coerced into
9 providing sexual favors.

10 22. Chad's inappropriate conduct wasn't limited to his exploitation of
11 talent. He regularly harassed Ms. Dipolito herself. Throughout her employment,
12 Chad made inappropriate comments about Ms. Dipolito's nipples and breasts
13 whenever she wore a bodysuit. On one occasion, during an executive meeting, Chad
14 and another executive team member expressed that they wished Ms. Dipolito would
15 come to work nude. Ms. Dipolito learned of this comment through DJE's HR
16 Manager.

17 23. Chad also frequently took Ms. Dipolito's cell phone without her consent
18 and used it to take photos of himself. On one occasion, he took a picture of himself
19 with a naked female model without the model's knowledge or consent.

20 24. Chad regularly made Ms. Dipolito uncomfortable by singing an
21 inappropriate sexual song to her. The lyrics went: "*Tippy Thao, tippy tay, you gon'
22 get a tip today. Fuck that, you gon' get some dick today.*"

23 25. On another occasion, Chad commented on Ms. Dipolito's outfit, which
24 consisted of sneakers and a skirt, asking her how many "bodies" she had (a slang
25 term for sexual partners) and stating that only women who had slept with many
26 people would wear such an outfit. He then attempted to probe into Ms. Dipolito's
27 sexual history, trying to confirm whether she had been with many men. Ms. Dipolito,
28 feeling extremely uncomfortable, refused to answer and walked away.

1 26. In or around December 2022, Ms. Dipolito wore a grey skirt and boots
2 to work. As she walked past Chad, he stopped her, looked her up and down, and said,
3 “Hey, Britney,” apparently referring to Britney Spears. A short while later, Ms.
4 Dipolito overheard a phone conversation between Chad and Chris Youseff, the
5 company’s Purchasing Manager, wherein Chad commented to Chris that Ms.
6 Dipolito’s skirt made it look like she had a “big butt” and how he thought it looked
7 good.

8 27. Immediately after, Ms. Dipolito had a meeting scheduled with Chad in
9 the conference room. Instead of addressing work-related matters, Chad again turned
10 his attention to Ms. Dipolito’s appearance. He, once again, leered at her and
11 repeatedly said, “*Damnnnn, Britney. Damn, Britney. What are you doing to me?*
12 *What are you doing to me? These boots, this skirt—damnnnn.*” He repeated these
13 comments in a slow, deep voice while leaning closer to Ms. Dipolito, invading her
14 personal space. Feeling increasingly uncomfortable, Ms. Dipolito got up and left the
15 room. She left the conference room physically shaking and feeling disgusted. She
16 again reported this to Scott, who did nothing.

17 28. Each time Chad made sexual advances, Ms. Dipolito told him in no
18 uncertain terms: “I’m not interested.” Despite this clear rejection, Chad’s
19 inappropriate conduct continued throughout her employment.

20 **Ron Braverman’s Racist Slurs**

21 29. In early 2023, Ms. Dipolito attended a marketing and sales staff meeting
22 where the team was discussing the possibility of changing product names that could
23 be perceived as offensive or derogatory. As a person of Asian descent, Ms. Dipolito
24 made a culturally sensitive suggestion: she recommended changing the name of the
25 “Japanese bondage” products, explaining that certain bondage items, such as ropes
26 and handcuffs, perpetuate harmful stereotypes about Asian women and are rooted
27 in historical acts of torture, sexual abuse, and the mistreatment of captives.

28 30. Ron Braverman’s response was shocking. He made offensive and

1 derogatory remarks, stating, “*What do you want to rename it? Ching Chong Chink?*
2 *Ching A Ling Chink? Gook Coouk? Oriental Express?*” These comments were deeply
3 disrespectful and directly targeted Ms. Dipolito’s Asian heritage.

4 31. Later, on or about July 16, 2023, Ron was in a meeting with Fort Troff,
5 a brand partner of Doc Johnson, where he made another disturbing comment: “*Don’t*
6 *you just hate it when people speak up and don’t allow others to indulge in their*
7 *fantasies? Thao wants to change the name of Japanese Bondage.*” He then repeated
8 his earlier derogatory remarks, referring to the product as “Ching Chong” and using
9 other racial slurs.

10 32. On another occasion in 2023, Ron was in the conference room making
11 gift baskets and Ms. Dipolito offered to help. Also present was Cheri Curry, Director
12 of Sales & Marketing for Tantis, which is co-owned by Doc Johnson. Ms. Curry also
13 asked Ron if he needed help. Ron replied, “[*T*]he only time I would ask two women for
14 help is to keep each other company after I’m done.” After Ron left, Ms. Dipolito spoke
15 with Cheri and told her she was offended and asked Cheri if she was offended. Cheri
16 confided in Ms. Dipolito that that wasn’t the worst thing Ron had said to her. Cheri
17 then told Ms. Dipolito that Ron had made a comment to her that his “*favorite postion*
18 *for a redhead*” was “*on her knees.*”

19 Sexually Explicit Caricatures

20 33. In July of 2023, at a trade show in Burbank, Chad hired a cartoonist to
21 create drawings of employees in a sexually explicit and offensive manner. The images
22 were deeply inappropriate and disturbing. They depicted employees in sexually
23 suggestive or explicit poses with captions referencing genitalia and sexual acts. Chad
24 repeatedly pressured Ms. Dipolito to have her image drawn, but she refused to
25 participate. Ms. Dipolito also reported this, once again, to Scott Watkins, who took
26 no action in response. Rather, Mr. Watkins told her, “*Let Chad do Chad. He thinks*
27 *this is a good idea and will find out it’s a bad idea on his own.*”

28 34. On September 23, 2023, Ms. Dipolito entered the conference room and

1 discovered that the caricature images were being framed and displayed at work.
2 Disturbed by the sight, she immediately went to her supervisors, Scott and Pauline
3 Campana, and informed them that this was a significant Human Resources issue.
4 She expressed that she felt extremely uncomfortable with the images being displayed
5 in the office and did not want to see her coworkers depicted in sexually explicit and
6 degrading positions every day.

7 35. Despite her concerns, Ms. Dipolito was expressly instructed to avoid
8 further involvement in the situation because Chad was proud of his idea and Ms.
9 Dipolito's complaints were "causing conflict."

10 36. Ms. Dipolito wanted to file a formal complaint with Human Resources,
11 but she was unable to do so because Chad himself was designated as the Human
12 Resources manager.

13 **Ms. Dipolito's Accommodation Requests**

14 37. Throughout her employment, Ms. Dipolito struggled with an ongoing
15 autoimmune condition. In March 2023, Ms. Dipolito underwent surgery and her
16 doctor provided a note clearing Ms. Dipolito to return to modified work as of March
17 27, 2023. The note included work-from-home accommodations during Ms.
18 Dipolito's six-week recovery period.

19 38. In May 2024, her condition required regular physical therapy and
20 rehabilitation as ordered by her orthopedic and rheumatologic physicians. This
21 treatment was twice a week for a minimum of ten weeks.

22 39. On May 29, 2024, Ms. Dipolito had a physical therapy appointment
23 scheduled for 4:00 p.m. However, management scheduled a last-minute meeting at
24 3:00 p.m. Ms. Dipolito informed management of her appointment and requested to
25 attend the meeting remotely, asking for a Zoom link. She noted that another
26 employee had been provided with a Zoom link to attend the same meeting. Despite
27 this, she was told that no Zoom link existed and that it would not be provided to her.

28 40. Following Ms. Dipolito's submission of the doctor's note and

1 accommodation requests, she was iced out of all communications with the sales staff.
2 She was regularly left off calls and excluded from discussions regarding marketing
3 initiatives, further isolating her from her work responsibilities.

4 41. On June 28, 2024, Ms. Dipolito raised these concerns with Scott,
5 explaining that she was being sidelined. She reported that Chad had become
6 dismissive and hostile and had curtailed his interactions with her, making it
7 increasingly difficult for her to perform her job because she was no longer receiving
8 necessary feedback.

9 42. Scott's response was stunning. He yelled, "*Would you rather him hitting*
10 *on you every day or not speaking to you at all? You can't have it both ways, Thao!*"

11 43. Scott's statement, telling Ms. Dipolito she couldn't have Chad
12 communicate with her without also enduring unwanted sexual advances, left Ms.
13 Dipolito with an impossible choice: ongoing daily sexual harassment or complete
14 exclusion from necessary work communications.

15 44. Ms. Dipolito requested a leave of absence for the stress she was
16 experiencing from the ongoing harassment and retaliation. However, she was
17 discouraged from taking medical leave and feared that she would lose her job if she
18 did, so she felt compelled to remain at work.

19 **Chad Asks Ms. Dipolito to Commit Fraud and She Refuses**

20 45. On July 2, 2024, Chad asked Ms. Dipolito to make illegal alterations to
21 talent contracts. Specifically, he requested that she change commission percentages
22 and exclude certain talent from the commission breakdown. The commission
23 percentages were tiered, meaning talent would get different percentages if certain
24 sales goals were met.

25 46. Talent was supposed to get 30% on the sale of 500 units, but Chad
26 wanted Ms. Dipolito to change it to 5%, only after 500 units were sold. In practice,
27 this meant the talent would never reach the 500+ unit sales goal (and would
28 therefore receive no commission) because DJE only placed one 500-unit order every

1 three months. Chad was also attempting to bypass the agreement and release
2 products directly to retail stores at a trade show, skipping the 6-month website
3 exclusivity period in the contract entirely.

4 47. Ms. Dipolito refused to make these illegal alterations and cheat the
5 talent. She immediately reported Chad's illegal request to Scott who, again, swept
6 her complaint under the rug. Later, at a pre-ANME trade show meeting, Scott
7 admitted: *"Contractually with the artists we were supposed to launch these
8 products direct to consumers for 6 months and then put it into market. But with the
9 way the shows are and the fact that we are not going to technically have another
10 show until 9 months from now, we are just getting them out. We are just getting the
11 product out there."*

12 **Ms. Dipolito is Terminated Ten Days Later**

13 48. On July 12, 2024, as Ms. Dipolito was preparing to leave the office for a
14 trade show, she encountered Chad and asked if he needed anything for the
15 tradeshow. He responded, "Yes, as a matter of fact, I do. Follow me." Chad then
16 escorted Ms. Dipolito to Ron's office. Ms. Dipolito asked if she was being fired. Chad
17 smiled in response.

18 49. Once in Ron's office, Chad left to retrieve Scott and Pauline. When they
19 arrived, Chad informed Ms. Dipolito that she was being terminated, citing "financial
20 struggles at the company."

21 50. On information and belief, Ms. Dipolito was the only person who was let
22 go as part of this purported reduction in force in July 2024.

23 51. After Ms. Dipolito's employment ended, she contacted multiple
24 employees to ask for a copy of an office-wide email sent by the Office Manager,
25 Pauline, regarding the new HR protocol. In that email, Pauline told employees to
26 direct all complaints to their supervisor and, if their supervisor wasn't available, to
27 go to Chad, the new Head of HR. Each employee said the same thing: the email was
28 gone. On information and belief, Ron and Chad Braverman have had numerous

1 allegations of sexual harassment made against them. On further information and
2 belief, several of these allegations were escalated to HR and/or Scott Watkins, and at
3 least one investigation was conducted by a third-party investigator. On further
4 information and belief, the third-party investigator corroborated and substantiated
5 many of the allegations of sexual harassment, but Defendants failed to take any
6 meaningful corrective action.

7 52. On information and belief, there is an ongoing legal dispute concerning
8 DJE cheating talent by failing to pay them commissions owed.

9 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

10 53. Plaintiff obtained a right to sue letter from the California Civil Rights
11 Department (“CCRD”). Plaintiff has exhausted all administrative requirements to
12 bringing this Action. *See Exhibit A.*

13 **CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **Discrimination in Violation of the FEHA**

16 **Gov. Code §§ 12940, et seq.**

17 **(Plaintiff Against Defendants DJE and HDC)**

18 54. Plaintiff repeats and incorporates by reference all allegations contained
19 in the preceding paragraphs as if fully set forth herein.

20 55. The Fair Employment and Housing Act (“FEHA”) provides that is an
21 unlawful employment practice to discriminate against an employee because of
22 gender, race, age, a physical disability, a perceived physical disability, or an actual or
23 perceived potential disability. Gov’t Code § 12940; 42 U.S.C. § 12112. The FEHA
24 provides that it is also illegal “to fail to make reasonable accommodation for the
25 known physical or mental disability of an applicant or employee” or retaliate against
26 an employee for making such a request. Gov’t Code § 12940(m); 42 U.S.C. §§
27 12111(8), 12112.

28 56. At all relevant times, Ms. Dipolito was an employee of Defendants

1 within the meaning of the FEHA, Gov't Code § 12926, and at all times during her
2 employment she performed her essential job duties in a competent, satisfactory
3 manner.

4 57. Ms. Dipolito is a 51-year-old Asian woman who was disabled within the
5 meaning of the FEHA, notified Defendants of her disability, and requested
6 reasonable accommodations. Ms. Dipolito is informed and believes that the
7 reasonable accommodation sought would not have created an undue hardship for
8 Defendants.

9 58. Defendants discriminated against Ms. Dipolito because of her gender,
10 race, age, disability and requests for accommodation in violation of the FEHA by
11 subjecting her to sexual harassment, ageist comments and racist slurs; failing to take
12 her complaints seriously or investigating her concerns; failing to accommodate her,
13 and by terminating her, among other things. Ms. Dipolito's gender, race, age and/or
14 disability was the sole and/or substantial motivating reason for these adverse
15 employment actions.

16 59. As a direct and proximate result of Defendants' conduct, Plaintiff has
17 suffered damages in the form of lost earnings, benefits, and/or out-of-pocket
18 expenses in an amount subject to proof at trial. As a further direct and proximate
19 result of Defendants' conduct, Plaintiff continues to suffer damages in the form of
20 lost future earnings, benefits, and/or other prospective damages in an amount to be
21 proven at trial.

22 60. Defendants' conduct has further caused Plaintiff to lose financial
23 stability, peace of mind, and future security. Defendants' conduct has caused her
24 anxiety, stress, and other emotional distress in an amount not fully ascertained but
25 subject to proof at trial.

26 61. Moreover, Defendants' conduct has been intentional, deliberate, willful,
27 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling
28 her to punitive damages.

Harassment in Violation of the FEHA

(Plaintiff Against All Defendants)

63. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

64. At all times relevant to this complaint, Plaintiff was an applicant for employment or an employee of the Company and was covered by FEHA.

65. The FEHA provides that it is unlawful for employer to harass an employee on the basis of race, age, disability, sex or gender. Gov. Code § 12940(j)(1). Harassment consists of “conduct outside the scope of necessary job performance, conduct presumably engaged in for personal gratification, because of meanness or bigotry, or for other personal motives.” *Reno v. Baird*, 18 Cal.4th 640 (1998) (citations omitted).

66. Plaintiff was subjected to a hostile and pervasive atmosphere of harassment, including unwanted sexual advances. This harassment was so severe and pervasive that it altered the terms and conditions of Plaintiff's employment and created a hostile and abusive work environment. A reasonable person in Plaintiff's circumstances would have considered the work environment to be hostile and/or abusive, and Plaintiff considered her work environment to be hostile and/or abusive.

67. Defendants' actions constituted a violation of FEHA. *See, e.g.*, 29 C.F.R. § 1604.11; FEHA Regulations § 7287.6(b).

68. As a proximate result Defendants' conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As further direct and proximate results of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future

1 earnings, benefits, and/or other prospective damages in an amount to be proven at
2 trial.

3 69. Defendants' conduct has further caused Plaintiff to lose financial
4 stability, peace of mind, and future security, and has caused her severe
5 embarrassment, humiliation, and mental and emotional distress and discomfort in
6 an amount not fully ascertained but subject to proof at trial.

7 70. Because of the conduct alleged herein, Plaintiff hired attorneys to
8 prosecute her claims under FEHA. Accordingly, Plaintiff is entitled to recover
9 attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to
10 other damages provided by law.

11 71. Moreover, Defendants' conduct has been intentional, deliberate, willful,
12 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling
13 her to punitive damages.

14 **THIRD CAUSE OF ACTION**

15 **Retaliation in Violation of FEHA**

16 **Gov. Code §§ 12940, *et seq.***

17 **(Plaintiff Against Defendants DJE and HDC)**

18 72. Plaintiff repeats and incorporates by reference all allegations contained
19 in the preceding paragraphs as if fully set forth herein.

20 73. At all times relevant to this complaint, Plaintiff was an applicant for
21 employment or an employee of Defendants and was covered by FEHA.

22 74. Defendants retaliated against Plaintiff for engaging in protected activity
23 in violation of FEHA. Specifically, Defendants fired Plaintiff because she resisted and
24 reported sexual harassment.

25 75. These facts were the sole or motivating factors in Defendants' decision
26 to take these adverse employment actions against her.

27 76. As a direct and proximate result of Defendants' conduct, Plaintiff has
28 suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket

1 expenses in an amount subject to proof at trial. As further direct and proximate result
2 of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost
3 future earnings, benefits, and/or other prospective damages in an amount to be
4 proven at trial.

5 77. Defendants' conduct has further caused Plaintiff to lose financial
6 stability, peace of mind, and future security. Defendants' conduct has caused her
7 severe embarrassment, humiliation, and mental and emotional distress and
8 discomfort in an amount not fully ascertained but subject to proof at trial.

9 78. Because of the conduct alleged herein, Plaintiff hired attorneys to
10 prosecute her claims under FEHA. Accordingly, Plaintiff is entitled to recover
11 attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to
12 other damages as provided by law.

13 79. Moreover, Defendants' conduct has been intentional, deliberate, willful,
14 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling
15 her to punitive damages.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Prevent Discrimination, Harassment and**

18 **Retaliation in Violation of the FEHA**

19 **Gov. Code §§ 12940, et seq.**

20 **(Plaintiff Against Defendants DJE and HDC)**

21 80. Plaintiff repeats and incorporates by reference every allegation in this
22 complaint as if fully set forth herein.

23 81. Section 12940(k) of the FEHA separately provides for liability against
24 an employer if it "fail[s] to take all reasonable steps necessary to prevent
25 discrimination and harassment from occurring."

26 82. Plaintiff was subjected to harassment and retaliation in violation of the
27 FEHA, as alleged throughout this Complaint.

28 83. Defendants, through their managing agents and supervisors, did not

1 take all reasonable steps to prevent discrimination and/or retaliation of Plaintiff.
2 Defendants knew of the harassment and retaliation and failed to investigate,
3 remediate, and prevent it from occurring.

4 84. As a direct and proximate result of Defendants' conduct, Plaintiff has
5 suffered damages in the form of lost earnings, benefits, and/or out-of-pocket
6 expenses in an amount subject to proof at trial. As a further direct and proximate
7 result of Defendants' conduct, Plaintiff continues to suffer damages in the form of
8 lost future earnings, benefits, and/or other prospective damages in an amount to be
9 proven at trial.

10 85. Defendants' conduct has further caused Plaintiff to lose financial
11 stability, peace of mind, and future security. Defendants' conduct has caused her
12 anxiety, stress, and other emotional distress in an amount not fully ascertained but
13 subject to proof at trial.

14 86. Moreover, Defendants' conduct has been intentional, deliberate, willful,
15 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling
16 her to punitive damages.

17 87. Plaintiff further seeks to recover attorneys' fees and costs pursuant to
18 Government Code § 12965(b), in addition to other damages as provided by law.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Accommodate in Violation of FEHA**

21 **Gov. Code §§ 12940, et seq.**

22 **(Plaintiff Against Defendants)**

23 88. Plaintiff repeats and incorporates by reference all allegations contained
24 in the preceding paragraphs as if fully set forth herein.

25 89. At all relevant times, Defendants were employers in the State of
26 California, within the meaning of the FEHA. Plaintiff was an employee of Defendants
27 within the meaning of FEHA.

28 90. Defendants failed to accommodate Plaintiff's known medical condition

1 in violation of Government Code § 12940(m) by failing to engage in an interactive
2 process upon learning about Plaintiff's medical condition, failing to provide
3 reasonable accommodation, and by terminating Plaintiff pretextually.

4 91. Plaintiff requested the reasonable accommodations of time-off for
5 medical treatment and the ability to attend meetings remotely over Zoom.

6 92. Plaintiff was able to perform the essential duties of her position with
7 reasonable accommodations. Indeed, at least one other employee was allowed to
8 attend meetings remotely via Zoom.

9 93. Defendants unreasonably denied Plaintiff's requested accommodations.

10 94. As a direct and proximate result of Defendants' conduct, Plaintiff has
11 suffered damages in the form of lost earnings, benefits, and/or out-of-pocket
12 expenses in an amount subject to proof at trial. As a further direct and proximate
13 result of Defendants' conduct, Plaintiff continues to suffer damages in the form of
14 lost future earnings, benefits, and/or other prospective damages in an amount to be
15 proven at trial.

16 95. Defendants' conduct has further caused Plaintiff to lose financial
17 stability, peace of mind, and future security. Defendants' conduct has caused her
18 anxiety, stress, and other emotional distress in an amount not fully ascertained but
19 subject to proof at trial.

20 96. Moreover, Defendants' conduct has been intentional, deliberate, willful,
21 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling
22 her to punitive damages.

23 97. Plaintiff further seeks to recover attorneys' fees and costs pursuant to
24 Government Code § 12965(b), in addition to other damages as provided by law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SIXTH CAUSE OF ACTION
Failure to Engage in the Good Faith Interactive Process in Violation of
FEHA
Gov. Code § 12940
(Plaintiff Against Defendants DJE and HDC)

98. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

99. At all relevant times, Defendants were employers in the State of California, within the meaning of the FEHA. Plaintiff was an employee of Defendants within the meaning of FEHA.

100. Government Code § 12940(n) requires employers to engage in the good faith interactive process with disabled employees to allow the employer and employee to determine reasonable and effective accommodations. An employer's failure to engage in the good faith interactive process upon learning of an employee's disability constitutes an independent violation of FEHA. 2 C.C.R. § 11040(a)(2)(B).

101. Plaintiff requested the reasonable accommodations of attending Zoom meetings remotely and taking time off for medical appointments and/or medical leave.

102. Plaintiff was able to perform the essential duties of her position with reasonable accommodations. Indeed, at least one other employee was allowed to attend Zoom meetings remotely.

103. Defendants failed to engage in the good faith interactive process in response to Plaintiff's requests for accommodation.

104. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As a further direct and proximate result of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be

1 proven at trial.

2 105. Defendants' conduct has further caused Plaintiff to lose financial
3 stability, peace of mind, and future security. Defendants' conduct has caused her
4 anxiety, stress, and other emotional distress in an amount not fully ascertained but
5 subject to proof at trial.

6 106. Moreover, Defendants' conduct has been intentional, deliberate, willful,
7 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling
8 her to punitive damages.

9 107. Plaintiff further seeks to recover attorneys' fees and costs pursuant to
10 Government Code § 12965(b), in addition to other damages as provided by law.

11 **SEVENTH CAUSE OF ACTION**

12 **Interference in Violation of the CFRA**

13 **Gov. Code § 12940 et seq.; Cal. Code Regs., tit. 2, § 11091**

14 **(Plaintiff Against Defendants DJE and HDC)**

15 108. Plaintiff repeats and incorporates by reference all allegations contained
16 in the preceding paragraphs as if fully set forth herein.

17 109. The California Family Rights Act ("CFRA") provides that a qualifying
18 employee is entitled to take up to 12 weeks leave "to care for a parent or a spouse who
19 has a serious health condition," or for the employee's own "serious health condition."
20 Gov. Code § 12945.2. Under the CFRA, the right is "absolute."

21 110. CFRA categorically forbids an employer from discharging, suspending,
22 or discriminating against any employee who exercises any rights afforded under the
23 Act. See, e.g., Gov. Code § 12945.2(l).

24 111. CFRA "interference" includes "an action by a covered employer to avoid
25 responsibilities under CFRA." Cal. Code Regs., tit. 2, § 11094(a). The Regulations
26 explicitly define interference to include "[t]erminating an employee when [an
27 employer] anticipates an otherwise eligible employee will be asking for a CFRA-
28 qualifying leave in the future." *Id.*

112. Plaintiff requested CFRA leave. During discussions regarding her leave, Defendants discouraged her from taking CFRA leave and Plaintiff feared she may lose her job if she took time off for her medical condition. Based on this threat, Plaintiff did not end up taking leave.

113. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As a further direct and proximate result of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be proven at trial.

114. Defendants' conduct has further caused Plaintiff to lose financial stability, peace of mind, and future security. Defendants' conduct has caused her anxiety, stress, and other emotional distress in an amount not fully ascertained but subject to proof at trial.

115. Moreover, Defendants' conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling her to punitive damages.

116. Plaintiff further seeks to recover attorneys' fees and costs pursuant to Government Code § 12965(b), in addition to other damages as provided by law.

EIGHTH CAUSE OF ACTION

Retaliation in Violation of Labor Code § 1102.5

(Plaintiff Against Defendants DJE and HDC)

117. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

118. Labor Code section 1102.5, subdivision (b), prohibits an employer from retaliating against any employee for disclosing information (or because the employee has disclosed or may disclose information), the employee has reasonable cause to believe the information discloses a violation of state or federal statute, or a violation

1 of or noncompliance with a local, state, or federal rule or regulation, to a person with
2 authority over the employee, or a person with authority to investigate, discover, or
3 correct violations.

4 119. At all times herein mentioned, Plaintiff was an employee of Defendants.

5 120. During her employment with Defendants, Plaintiff made various
6 reports/complaints that were protected under Labor Code section 1102.5, including
7 but not limited to, complaints that she was subjected to a hostile work environment
8 that she was denied reasonable accommodations for a disability, and that she was
9 instructed to illegally modify talent contracts.

10 121. Plaintiff suffered adverse employment actions including but not limited
11 to revocation of accommodations and termination as a result of her protected
12 complaints.

13 122. As a direct and proximate result of Defendants' conduct, Plaintiff has
14 suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket
15 expenses in an amount subject to proof at trial. As further direct and proximate result
16 of Defendants' conduct, Plaintiff continues to suffer damages in the form of lost
17 future earnings, benefits, and/or other prospective damages in an amount to be
18 proven at trial.

19 123. Defendants' conduct has further caused Plaintiff to lose financial
20 stability, peace of mind, and future security. Defendants' conduct has caused them
21 severe embarrassment, humiliation, and mental and emotional distress and
22 discomfort in an amount not fully ascertained but subject to proof at trial.

23 124. Because of the conduct alleged herein, Plaintiff hired attorneys to
24 prosecute her claims under the Labor Code. Accordingly, Plaintiff is entitled to
25 recover attorneys' fees and costs pursuant to Labor Code § 1102.5(j), in addition to
26 other damages as provided by law.

27 125. Moreover, Defendants' conduct has been intentional, deliberate, willful,
28 malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling

her to punitive damages.

NINTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy (Plaintiff Against Defendants DJE and HDC)

126. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

127. As set forth herein, Defendants wrongfully terminated Plaintiff's employment in violation of various fundamental public policies of the United States and the State of California. These fundamental public policies are embodied in the FEHA and the Labor Code, among others.

128. Defendants terminated Plaintiff because of or in retaliation for complaints regarding the sexual harassment, retaliation, failure to accommodate and illegal modifications of talent contracts described herein.

129. This retaliatory conduct constitutes an unlawful employment practice in violation of California's well-established public policy.

130. As a proximate result of the Company's conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits, and/or out-of-pocket expenses in an amount subject to proof at trial. As further direct and proximate result of the Company's conduct, Plaintiff continues to suffer damages in the form of lost future earnings, benefits, and/or other prospective damages in an amount to be proven at trial.

131. The Company's conduct has further caused Plaintiff to lose financial stability, peace of mind, and future security, and has caused her severe embarrassment, humiliation, and mental and emotional distress and discomfort in an amount not fully ascertained but subject to proof at trial.

132. Moreover, the Company's conduct has been intentional, deliberate, willful, malicious, reckless, and conducted in callous disregard for Plaintiff's rights, entitling her to punitive damages.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631 and Article I, § 16 of the California Constitution, Plaintiff demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

- A. For general and special damages according to proof at trial;
- B. For statutory and civil penalties and special damages, according to proof at trial;
- C. For punitive and exemplary damages according to proof;
- D. For pre- and post-judgment interest on monetary damages;
- E. For injunctive relief as appropriate;
- F. For reasonable attorneys’ fees and costs and expert fees and costs as allowed by law; and
- G. For such other relief as this Court deems just and proper.

Dated: January 26, 2026 Respectfully submitted,

KING & SIEGEL LLP

By: Rachael Sauer
Julian Burns King
Rachael E. Sauer
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

I, Thao Dipolito, am the Plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. Based on my own knowledge, except as to those matters which are therein stated on information and belief, the allegations in the complaint are true to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 01 / 26 / 2026.

Thao Dipolito

Thao Dipolito

Exhibit A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 8, 2026

Thao Dipolito
724 S. Spring St., Ste. 201
Los Angeles, CA 90014

RE: **Notice to Complainant**
CRD Matter Number: 202601-32981208
Right to Sue: Dipolito / Doc Johnson Enterprises et al.

Dear Thao Dipolito:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 8, 2026

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202601-32981208
Right to Sue: Dipolito / Doc Johnson Enterprises et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 8, 2026

Thao Dipolito
724 S. Spring St., Ste. 201
Los Angeles, CA 90014

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202601-32981208
Right to Sue: Dipolito / Doc Johnson Enterprises et al.

Dear Thao Dipolito:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 8, 2026 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Thao Dipolito

CRD No. 202601-32981208

Complainant,

vs.

Doc Johnson Enterprises
11933 Vose Street
North Hollywood, CA 91605

Ronald Braverman
11933 Vose Street
North Hollywood, CA 91605

Chad Braverman
11933 Vose Street
North Hollywood, CA 91605

Health Devices Corporation
11933 Vose Street
North Hollywood, CA 91605

Respondents

1. Respondent **Doc Johnson Enterprises** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Ronald Braverman** individual as Co-Respondent(s).
Complainant is naming **Chad Braverman** individual as Co-Respondent(s).
Complainant is naming **Health Devices Corporation** business as Co-Respondent(s).

3. Complainant **Thao Dipolito**, resides in the City of **Los Angeles**, State of **CA**.

4. Complainant alleges that on or about **July 12, 2024**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, medical condition (cancer or genetic characteristic), age (40 and over), other, disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, race (includes hairstyle and hair texture), sexual harassment.

Complainant was discriminated against because of complainant's sex/gender, medical condition (cancer or genetic characteristic), age (40 and over), other, disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, race (includes hairstyle and hair texture) and as a result of the discrimination was terminated, laid off, reprimanded, denied equal pay, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied accommodation for a disability, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, participated as a witness in a discrimination or harassment complaint, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, laid off, reprimanded, denied equal pay, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied accommodation for a disability, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Additional Complaint Details:

1 VERIFICATION

2 I, **Rachael Sauer**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On January 8, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, California**