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9 Attorneys for Plaintiffs  
10 TIFIA NAPIER-MORALES

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF ALAMEDA**

13 TIFIA NAPIER-MORALES, individually,  
14 Plaintiff,  
15 v.  
16 HUMANGOOD, INC., a California Corporation;  
17 and DOES 1 through 25, inclusive.  
18 Defendants.

19 Case No. **23CV027208**

20 **COMPLAINT FOR DAMAGES**

- 21 1. Retaliation, Cal. Gov't Code §12940(h)
- 22 2. Disability Discrimination, Cal. Gov. Code § 12940
- 23 3. Failure to Provide Reasonable Accommodations, Cal. Gov. Code § 12940
- 24 4. Failure to Engage in Good Faith Interactive Process, Cal. Gov. Code § 12940
- 25 5. Failure to Prevent Discrimination and Harassment, Cal. Gov. Code § 12940
- 26 6. Wrongful Termination in Violation of Public Policy
- 27 7. Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7, 512, Wage Order 9
- 28 8. Intentional Infliction of Emotional Distress

**DEMAND FOR JURY TRIAL**

1. Plaintiff TIFIA NAPIER-MORALES (“Napier-Morales”), individually, brings this action against the Defendants HUMANGOOD, INC., (“HumanGood”), individually, and DOES 1 through 25, inclusive.

***PARTIES***

2. Plaintiff is, and at all times relevant to this action was, a resident of Oakland, California.

1 The events giving rise to this action arose in Pleasanton, California.

2 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant HumanGood  
3 is a California non-profit provider of senior housing and services company and is authorized to do business  
4 in California.

5 4. The true names and capacities, whether individual, corporate, associate or otherwise, of  
6 defendants Does 1 through 25 (“Does”), inclusive and each of them, are not known to Plaintiff at this time.  
7 Such Does are legally responsible for the events and happenings described herein and for the damages  
8 proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to set forth  
9 the true names and capacities of any such Does when they have been ascertained.

10 5. On information and belief, at all times mentioned herein, defendants, inclusive and each of  
11 them, including without limitation any Does, were acting in concert and participation with each other; were  
12 joint participants and collaborators in the acts complained of; and were the agents and/or employees of one  
13 another in doing the acts complained of herein, each acting within the course and scope of said agency  
14 and/or employment.

15 6. HumanGood, and Does 1 through 25, inclusive, are collectively referred to hereafter as  
16 “Defendants”.

17 ***JURISDICTION AND VENUE***

18 7. This Court has jurisdiction over Defendant HumanGood because at all times relevant,  
19 Defendant HumanGood was authorized to transact, and is transacting business in California.

20 8. Venue is proper in this Court pursuant to Code of Civil Procedure §395, because the acts,  
21 events and omissions complained of herein occurred in Alameda County, California.

22 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

23 9. On or about January 25, 2023, Plaintiff obtained a Right to Sue Letter from the California  
24 Civil Rights Department attached hereto as Exhibit A.

25 ***GENERAL ALLEGATIONS***

26 10. Plaintiff Napier-Morales is a woman, and at all relevant periods to this complaint, was  
27 over the age of 40.

28 11. Plaintiff began employment with Defendants in or around July 2017, as an assistant

1 administrator, until her wrongful termination on July 31, 2020.

2 12. During her employment with Defendants, Ms. Napier-Morales was tasked with a wide  
3 variety of duties within the company, including, managing compliance, recertification, move ins and  
4 move outs, security updates, research and gathering bids, managing lease violations, evictions, fire  
5 insurance claims, answering phones, addressing tenants' issues, maintaining files, training staff.

6 13. At all relevant times, Plaintiff was an exemplary employee with no history of negative  
7 reviews or discipline.

8 14. For the duration of Plaintiff's employment, Defendants failed to provide Plaintiff with  
9 meal breaks, however they required her to clock out during her lunch hour. Defendants never  
10 compensated Plaintiff with premium pay for Plaintiff's missed meal breaks.

11 15. From the beginning of her employment, Defendants were aware of Ms. Napier-Morales'  
12 disabilities. Plaintiff submitted medical documentation to her managers and requested a reasonable  
13 accommodation in the form of intermittent time off of four hours monthly to attend medical appointments.

14 16. On or around April 20, 2020, Plaintiff's physician placed Ms. Napier-Morales on medical  
15 leave because of her disability.

16 17. On or about July 21, 2020, Plaintiff returned to work and requested a change in her work  
17 schedule because of her disability.

18 18. On or about July 29, 2020, Plaintiff participated in a meeting with Patric Brown, Regional  
19 Supervisor, to discuss Plaintiff's new schedule. During this meeting, Ms. Napier-Morales experienced a  
20 manic episode in connection with her disability. Plaintiff was immediately placed on medical leave.

21 19. On or about July 31, 2020, Defendant terminated Plaintiff's employment. Defendant stated  
22 that Plaintiff was an at-will employee and that Plaintiff violated company policy by using profane and  
23 abusive language during the meeting which was the result of the manic episode that Plaintiff experienced  
24 in connection with her disability.

25 20. On information and belief, Defendants fired Ms. Napier-Morales because of her disability.

26 21. Defendants failed to provide Ms. Napier-Morales with reasonable accommodations.

27 22. On information and belief, Defendants fired Ms. Napier-Morales in retaliation for her  
28 request for an accommodation because of her disability.

1 23. As a result of Defendants' actions, Plaintiff suffered emotionally and psychologically from  
2 the discrimination and retaliation she experienced by Defendants.

3 ***FIRST CAUSE OF ACTION***

4 *Retaliation*

5 *Cal. Gov't Code §12940(h)*

6 *(On Behalf of Plaintiff Against All Defendants)*

7 24. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
8 forth in this Complaint.

9 25. At all relevant times, the California Fair Employment & Housing Act, sections 12940, et  
10 seq., was in full force and effect, and binding on Defendants.

11 26. FEHA makes it an unlawful employment practice for an employer to retaliate against an  
12 employee who has opposed a forbidden practice or filed a complaint against an employer or supervisor.  
13 CGC §12940(h).

14 27. Government Code section 12940(h) provides in relevant part:

15  
16 It is an unlawful employment practice . . . (h) For any employer, labor  
17 organization, employment agency, or person to discharge, expel, or  
18 totherwise discriminate against any person because the person has opposed  
19 any practices forbidden under this part or because the person has filed a  
20 complaint, testified, or assisted in any proceeding under this part.

21 28. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

22 29. Plaintiff requested an accommodation because of her disability.

23 30. Defendants retaliated against Plaintiff by terminating Plaintiff's employment.

24 31. Plaintiff was harmed.

25 32. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

26 33. Pursuant to Cal. Lab. Code § 98.6(b)(3), Defendants are liable to Plaintiff for a civil  
27 penalty of ten thousand dollars (\$10,000) for each violation.

28 34. The conduct of Defendants and each of them as described above was malicious,  
fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.

1 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and  
2 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages  
3 against each of said Defendants. Defendants and each of them, and their agents/employees or supervisors,  
4 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled  
5 to punitive damages against each of said Defendants.

6 ***SECOND CAUSE OF ACTION***

7 *Disability Discrimination*

8 *Cal. Gov. Code § 12940*

9 *(On Behalf of Plaintiff Against All Defendants)*

10 35. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
11 forth in this Complaint.

12 36. Government Code section 12940(a) provides in relevant part:

13 It is an unlawful employment practice. . . (a) [f]or an employer, because of  
14 the. . . physical disability, mental disability to discharge the person from  
15 employment. . . or to discriminate against the person in compensation or in  
16 terms, conditions, or privileges of employment.

17 37. Defendants wrongfully discriminated against Plaintiff based on Plaintiff's disability and  
18 history of disability.

19 38. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

20 39. Defendants knew that Plaintiff had a disability that limited a major life activity, as well as  
21 a history of disability that limited a major life activity.

22 40. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable  
23 accommodation for Plaintiff's disability. Defendants refused to provide a reasonable accommodation to  
24 Plaintiff without engaging in a good faith interactive process. Instead, Defendants terminated Plaintiff as  
25 a result of Plaintiff's disability.

26 41. Plaintiff was discharged in violation of the Fair Employment and Housing Act by  
27 Defendants because of Plaintiff's disability.

28 42. Plaintiff suffered harm when she was discriminated against and discharged by Defendants.

43. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

1 44. Under Government Code section 12940, Plaintiff is entitled to recover economic and  
2 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and  
3 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees  
4 and costs pursuant to Government Code section 12965.

5 45. The conduct of Defendants and each of them as described above was malicious,  
6 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.  
7 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and  
8 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages  
9 against each of said Defendants.

10 ***THIRD CAUSE OF ACTION***

11 *Failure to Provide Reasonable Accommodations*

12 *Cal. Gov. Code § 12940*

13 *(On Behalf of Plaintiff Against All Defendants)*

14 46. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
15 forth in this Complaint.

16 47. Government Code section 12940(m)(1) provides in relevant part:

17 It is an unlawful employment practice. . . (m)(1) [f]or an employer or other  
18 entity covered by this part to fail to make reasonable accommodation for  
19 the known physical or mental disability of an applicant or employee.

20 48. California Code of Regulations, Title 2 section 11068 provides in relevant part:

21 (a) Affirmative Duty. An employer or other covered entity has an  
22 affirmative duty to make reasonable accommodation(s) for the disability of  
23 any individual applicant or employee if the employer or other covered  
24 entity knows of the disability, unless the employer or other covered entity  
can demonstrate, after engaging in the interactive process, that the  
accommodation would impose an undue hardship.

25 . . .

26 (e) Any and all reasonable accommodations. An employer or other covered  
27 entity is required to consider any and all reasonable accommodations of  
28 which it is aware or that are brought to its attention by the applicant or  
employee, except ones that create an undue hardship. The employer or  
other covered entity shall consider the preference of the applicant or  
employee to be accommodated but has the right to select and implement an

1 accommodation that is effective for both the employee and the employer or  
2 other covered entity.

3 49. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

4 50. Defendants knew that Plaintiff had a disability that limited a major life activity, as well as  
5 a history of disability that limited a major life activity.

6 51. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable  
7 accommodation for Plaintiff's disability. Defendants refused to provide reasonable accommodation to  
8 Plaintiff without engaging in a good faith interactive process. Instead, Defendants terminated Plaintiff for  
9 having a manic episode connected with her disability.

10 52. Plaintiff requested that Defendants make reasonable accommodation(s) for Plaintiff's  
11 disability so that she would be able to perform the essential job requirements.

12 53. Defendants refused to provide a reasonable accommodation to Plaintiff without engaging  
13 in a good faith interactive process. Instead, Defendants terminated Plaintiff as a result of Plaintiff's  
14 disability.

15 54. Plaintiff was discharged in violation of the Fair Employment and Housing Act by  
16 Defendants as a result of Plaintiff's disability.

17 55. Plaintiff suffered harm when she was denied a reasonable accommodation by Defendants.

18 56. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

19 57. Under Government Code section 12940, Plaintiff is entitled to recover economic and  
20 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and  
21 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees  
22 and costs pursuant to Government Code section 12965.

23 58. The conduct of Defendants and each of them as described above was malicious,  
24 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.  
25 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and  
26 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages  
27 against each of said Defendants.

28 ***FOURTH CAUSE OF ACTION***

1 *Failure to Engage in Good Faith Interactive Process*

2 *Cal. Gov. Code § 12940*

3 *(On Behalf of Plaintiff Against All Defendants)*

4 59. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
5 forth in this Complaint.

6 60. Government Code section 12940(n) provides in relevant part:

7 It is an unlawful employment practice. . . (n) For an employer or other  
8 entity covered by this part to fail to engage in a timely, good faith,  
9 interactive process with the employee or applicant to determine effective  
10 reasonable accommodations, if any, in response to a request for reasonable  
accommodation by an employee or applicant with a known physical or  
mental disability or known medical condition.

11 61. California Code of Regulations, Title 2 section 11069 provides in relevant part:

12 (a) Interactive Process. When needed to identify or implement an effective,  
13 reasonable accommodation for an employee or applicant with a disability,  
14 the FEHA requires a timely, good faith, interactive process between an  
15 employer or other covered entity and an applicant, employee, or the  
16 individual's representative, with a known physical or mental disability or  
17 medical condition. Both the employer or other covered entity and the  
applicant, employee or the individual's representative shall exchange  
essential information identified below without delay or obstruction of the  
process.

18 62. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

19 63. Defendants knew that Plaintiff had a disability that limited a major life activity.

20 64. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable  
21 accommodation for Plaintiff's disability.

22 65. Plaintiff requested that Defendants make reasonable accommodation(s) for Plaintiff's  
23 disability so that she would be able to perform the essential job requirements.

24 66. Defendants refused to provide a reasonable accommodation to Plaintiff without engaging  
25 in a good faith interactive process. Instead, Defendants terminated Plaintiff as a result of Plaintiff's  
26 disability.

27 67. Plaintiff was discharged in violation of the Fair Employment and Housing Act by  
28 Defendants as a result of Plaintiff's disability.



1 68. Plaintiff suffered harm when Defendants failed to engage in a good faith interactive  
2 process with Plaintiff.

3 69. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

4 70. Under Government Code section 12940, Plaintiff is entitled to recover economic and  
5 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and  
6 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees  
7 and costs pursuant to Government Code section 12965.

8 71. The conduct of Defendants and each of them as described above was malicious,  
9 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.  
10 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and  
11 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages  
12 against each of said Defendants.

13 **FIFTH CAUSE OF ACTION**

14 *Failure to Prevent Discrimination and Harassment*

15 *Cal. Lab. Code § 12940*

16 *(On Behalf of Plaintiff Against All Defendants)*

17 72. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
18 forth in this Complaint.

19 73. Government Code section 12940(m)(2) provides in relevant part:

20 It is an unlawful employment practice . . . (k) For an employer . . . to fail to  
21 take all reasonable steps necessary to prevent discrimination and harassment  
22 from occurring.

23 74. Defendants wrongfully failed to take all reasonable steps necessary to prevent  
24 discrimination of Plaintiff based on her disability.

25 75. Plaintiff suffered and continues to suffer harm as a result of Plaintiff's termination by  
26 Defendants.

27 76. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

28 77. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's

1 economic and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled  
2 to reasonable attorney's fees and costs pursuant to Government Code section 12965.

3 78. The conduct of Defendants and each of them as described above was malicious,  
4 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.  
5 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and  
6 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages  
7 against each of said Defendants.

8 ***SIXTH CAUSE OF ACTION***

9 *Wrongful Termination in Violation of Public Policy*

10 *(Against All Defendants)*

11 79. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
12 forth in this Complaint.

13 80. Art. I, § 8, of the California Constitution provides that a person may not be disqualified  
14 from pursuing a profession or employment because of disability.

15 81. At all times herein mentioned in this complaint, California Government Code Section  
16 12940 (a), was in full force and effect and were binding on the Defendants and the Defendants were  
17 subject to their terms, and therefore Defendant was required to refrain from violations of public policy,  
18 including discrimination based on disability in violation of FEHA and in retaliation for requesting  
19 reasonable accommodations based on disability.

20 82. Defendants were Plaintiff's employer, and Plaintiff was Defendants employee.

21 83. Defendant terminated Plaintiff in violation of Plaintiff's rights and public policy.

22 84. Plaintiff is informed and believes and thereon alleges that her protected status (disability)  
23 and/or her request for accommodations based on said protected status as alleged above, were, in part,  
24 factors in Defendants' decision to terminate Plaintiff's employment.

25 85. Plaintiff was harmed.

26 86. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

27 87. As a proximate result of Defendants' conduct, Plaintiff has suffered special damages in the  
28 form of lost earnings, benefits and/or out of pocket expenses in an amount according to proof at the time

1 of trial. As a further direct and proximate result of Defendants' conduct, Plaintiff will suffer additional  
2 special damages in the form of lost future earnings, benefits and/or other prospective damages in an  
3 amount according to proof at the time of trial.

4 88. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered loss  
5 of financial stability, peace of mind and future security, and has suffered embarrassment, humiliation,  
6 mental and emotional pain and distress and discomfort, all to her detriment and damage in amounts not  
7 fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

8 89. In violation of public policy, Defendants terminated Plaintiff because she has a disability,  
9 despite the fact that Defendants knew that Plaintiff was able to perform the essential functions of her  
10 position and done so since July 2017.

11 90. The conduct of Defendants as described above was malicious, fraudulent, or oppressive  
12 and done with a willful and conscious disregard for Plaintiff's rights. Defendant and each of them, and  
13 their agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each  
14 other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

15 ***SEVENTH CAUSE OF ACTION***

16 *Failure to Provide Meal Breaks*

17 *Cal. Lab. Code §§ 226.7, 512, Wage Order 9*

18 *(On Behalf of Plaintiff Against All Defendants)*

19 91. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
20 forth in this Complaint.

21 92. Labor Code section 512 provides that "[a]n employer may not employ an employee for a  
22 work period of more than five hours per day without providing the employee with a meal period of not  
23 less than 30 minutes." *Id.* § 512(a).

24 93. Similarly, Wage Order 9 of the Industrial Welfare Commission provides:

25 (A) No employer shall employ any person for a work period of more than  
26 five (5) hours without a meal period of not less than 30 minutes . . . .

27 . . . .  
28 (C) Unless the employee is relieved of all duty during a 30 minute meal  
period, the meal period shall be considered an "on duty" meal period and  
counted as time worked.

1  
2 8 Cal. Code Regs. § 11090, subsec. 11.

3 94. Labor Code section 226.7 provides that "[a]n employer shall not require an employee to  
4 work during a meal . . . period mandated pursuant to an applicable statute, or applicable regulation,  
5 standard, or order of the Industrial Welfare Commission." Cal. Lab. Code § 226.7(b).

6 95. Labor Code section 226.7 provides that any employer that "fails to provide an employee a  
7 meal . . . period in accordance with a state law, including, but not limited to, an applicable statute or  
8 applicable regulation, standard, or order of the Industrial Welfare Commission . . . shall pay the  
9 employee one additional hour of pay at the employee's regular rate of compensation for each work day  
10 that the meal period . . . [wa]s not provided." *Id.* § 226.7(c). Defendants are therefore liable to Plaintiff  
11 under section 226.7(c) for one additional hour of pay at the employee's respective regular hourly rates for  
12 each day that the meal period was not provided.

13 96. On information and belief, Plaintiff was not provided with proper and timely meal breaks  
14 in accordance with Labor Code sections 226.7 and 512, and IWC Wage Order number 9. For every day  
15 that Plaintiff was not provided with proper, timely, and uninterrupted 30-minute meal period(s), she is  
16 entitled to an additional one-hour wage premium.

17 97. Accordingly, Defendants are liable to Plaintiff for damages according to proof, interest  
18 thereon, civil penalties, attorneys' fees, and costs of suit under section 226.7 of the Labor Code.

19 ***EIGHTH CAUSE OF ACTION***

20 *Intentional Infliction of Emotional Distress*

21 *(On Behalf of Plaintiff Against All Defendants)*

22 98. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set  
23 forth in this Complaint.

24 99. Defendants' treatment of Plaintiff as discussed supra, exceeds the bounds of decency, is  
25 intolerable within our civilized community, and is therefore outrageous.

26 100. Defendants' actions, as discussed supra, were intended to cause Plaintiff to suffer the  
27 resulting emotional distress.

28 101. Defendants succeeded in their attempt to cause Plaintiff to suffer extreme emotional

1 distress as indicated by the lingering anxiety and shame, and that are the direct and proximate results of  
2 Defendants' conduct.

3 102. Plaintiff was harmed.

4 103. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

5 104. The conduct of Defendants as described above was malicious, fraudulent, or oppressive  
6 and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and  
7 their agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each  
8 other. Consequently, Plaintiff is entitled to punitive damages against Defendants.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and each of them, as  
11 follows:

- 12 1. Compensatory damages including emotional distress damages and lost wages, benefits  
13 and interest in a sum according to proof;
- 14 2. Interest on judgment, including prejudgment interest, at the legal rate;
- 15 3. Punitive damages in a sum according to proof;
- 16 4. Attorney's fees and costs; and
- 17 5. For any further legal and equitable relief, the Court deems proper.

18  
19  
20 Dated: February 2, 2023

**RATNER MOLINEAUX, LLP**

21 

22 \_\_\_\_\_  
23 David S. Ratner  
24 Shelley A. Molineaux  
25 *Attorneys for Plaintiff Tifia Napier-Morales*

# **EXHIBIT A**



## Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

January 25, 2023

Shelley Molineaux  
1990 N. California Blvd, St 20  
Walnut Creek, CA 94598

**RE: Notice to Complainant's Attorney**  
CRD Matter Number: 202301-19492725  
Right to Sue: Napier-Morales / HumanGood, Inc.

Dear Shelley Molineaux:

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. 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

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

January 25, 2023

**RE: Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202301-19492725

Right to Sue: Napier-Morales / HumanGood, Inc.

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 Pilot 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, Government Code section 12945.2, 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@dfeh.ca.gov](mailto:DRDOnlineRequests@dfeh.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

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
[calcivilrights.ca.gov](http://calcivilrights.ca.gov) | [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

## Civil Rights Department



## Civil Rights Department

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calcivilrights.ca.gov | contact.center@dfeh.ca.gov

January 25, 2023

Tifia Napier-Morales  
621 E 15th Street  
Oakland, CA 94606

**RE: Notice of Case Closure and Right to Sue**  
CRD Matter Number: 202301-19492725  
Right to Sue: Napier-Morales / HumanGood, Inc.

Dear Tifia Napier-Morales:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 25, 2023 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 Pilot 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, Government Code section 12945.2, 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



## Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

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

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

6 **In the Matter of the Complaint of**

7 Tifia Napier-Morales

CRD No. 202301-19492725

8 Complainant,

9 vs.

10 HumanGood, Inc.  
11 6120 Stoneridge Mall Rd., Suite 100  
12 Pleasanton, CA 94588

13 Respondents

14  
15 **1. Respondent HumanGood, Inc. is an employer subject to suit under the California Fair**  
16 **Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).**

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18 **2. Complainant Tifia Napier-Morales, resides in the City of Oakland, State of CA.**

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20 **3. Complainant alleges that on or about July 31, 2020, respondent took the following**  
21 **adverse actions:**

22 **Complainant was harassed** because of complainant's disability (physical,  
23 intellectual/developmental, mental health/psychiatric).

24 **Complainant was discriminated against** because of complainant's disability (physical,  
25 intellectual/developmental, mental health/psychiatric) and as a result of the discrimination  
26 was terminated, denied accommodation for a disability.

27 **Complainant experienced retaliation** because complainant reported or resisted any form  
28 of discrimination or harassment and as a result was terminated, denied accommodation for  
a disability.

**Additional Complaint Details:** Plaintiff Napier-Morales is a woman, and at all relevant  
periods to this complaint, was over the age of 40.

1 Plaintiff began employment with Defendants in or around July 2017, as an assistant  
2 administrator, until her wrongful termination on July 31, 2020.  
3 During her employment with Defendants, Ms. Napier-Morales was tasked with a wide variety  
4 of duties within the company, including, managing compliance, recertification, move ins and  
5 move outs, security updates, research and gathering bids, managing lease violations,  
6 evictions, fire insurance claims, answering phones, addressing tenants' issues, maintaining  
7 files, training staff.  
8 At all relevant times, Plaintiff was an exemplary employee with no history of negative  
9 reviews or discipline.  
10 For the duration of Plaintiff's employment, Defendants failed to provide Plaintiff with meal  
11 breaks however they required her to clock out during her lunch hour. Defendants never  
12 compensated Plaintiff with premium pay for Plaintiff's missed meal breaks.  
13 From the beginning of her employment, Defendants were aware of Ms. Napier-Morales'  
14 disabilities. Plaintiff submitted medical documentation to her managers and requested a  
15 reasonable accommodation in the form of intermittent time off of four hours monthly to  
16 attend medical appointments.  
17 On or around April 20, 2020, Plaintiff's physician placed Ms. Napier-Morales on medical  
18 leave because of her disability.  
19 On or about July 21, 2020, Plaintiff returned to work and requested a change in her work  
20 schedule because of her disability.  
21 On or about July 29, 2020, Plaintiff participated in a meeting with Patric Brown, Regional  
22 Supervisor, to discuss Plaintiff's new schedule. During this meeting, Ms. Napier-Morales  
23 experienced a manic episode in connection with her disability. Plaintiff was immediately  
24 placed on medical leave.  
25 On or about July 31, 2020, Defendant terminated Plaintiff's employment. Defendant stated  
26 that Plaintiff was an at-will employee and that Plaintiff violated company policy by using  
27 profane and abusive language during the meeting which was the result of the manic episode  
28 that Plaintiff experienced in connection with her disability.  
On information and belief, Defendants fired Ms. Napier-Morales because of her disability.  
Defendants failed to provide Ms. Napier-Morales with reasonable accommodations.  
On information and belief, Defendants fired Ms. Napier-Morales in retaliation for her request  
for an accommodation because of her disability.  
As a result of Defendants' actions, Plaintiff suffered emotionally and psychologically from the  
discrimination and retaliation she experienced by Defendants.

1 VERIFICATION

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

5 On January 25, 2023, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

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**Walnut Creek, CA**