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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

05/04/2023
Clerk of the Court

BY: JEFFREY FLORES
Deputy Clerk

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

13 **CGC-23-606299**

14 MOHAMMED ARMAN, individually

15 Plaintiff,

16 v.

17 ACCENTURE LLP, a California corporation; and
18 DOES 1 through 50, inclusive.

19 Defendants.

Case No.

COMPLAINT FOR DAMAGES

1. Retaliation, Cal. Gov't Code §12940(h)
2. Racial and National Origin Discrimination Cal. Gov. Code § 12940.
3. Hostile Work Environment Harassment, Cal. Gov. Code § 12940(j)
4. Failure to Prevent Discrimination, Harassment, and Retaliation, Cal. Gov. Code § 12940
5. Intentional Infliction of Emotional Distress
6. Failure to Engage in Good Faith Interactive Process, Cal. Gov. Code § 12940
7. Failure to Provide Reasonable Accommodations, Cal. Gov. Code § 12940
8. Disability Discrimination, Cal. Gov. Code § 12940
9. Wrongful Termination in Violation of Public Policy

DEMAND FOR JURY TRIAL

20 1. Plaintiff MOHAMMED ARMAN (“Arman” or “Plaintiff”), individually, brings this action
21 against Defendants ACCENTURE LLP (“Accenture”) and DOES 1 through 50.

PARTIES

22 2. Plaintiff is, and at all times relevant to this action was, a resident of the City of San
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1 Francisco, California. The events giving rise to this action arose in San Francisco County, California.

2 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant Accenture
3 was at all relevant times a government entity organized under the laws of the State of California.

4 4. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and
5 therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants Does
6 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known to
7 Plaintiff.

8 5. The true names and capacities, whether individual, corporate, associate or otherwise, of
9 defendants Does 1 through 50 (“Does”), inclusive and each of them, are not known to Plaintiff at this time.
10 Such Does are legally responsible for the events and happenings described herein and for the damages
11 proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to set forth
12 the true names and capacities of any such Does when they have been ascertained.

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

18 7. Accenture and Does 1 through 50, inclusive, are collectively referred to hereafter as
19 “Defendants”.

20 ***JURISDICTION AND VENUE***

21 8. This Court has jurisdiction over Defendant Accenture, because at all times relevant, it is
22 and was authorized to transact, and is transacting business in San Francisco County, California.

23 9. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts,
24 events and omissions complained of herein occurred in San Francisco County, California.

25 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

26 10. On or about April 21, 2023, Plaintiff obtained a Right to Sue Letter from the California
27 Civil Rights Department. The letter is attached as Exhibit A.

28 ***GENERAL ALLEGATIONS***

1 11. Mohammed Arman (“Arman”) is a 40-year-old Singaporean Chinese male who began
2 working for Accenture LLP (“Accenture”) on January 19, 2022, as a Senior Manager for Strategy &
3 Consulting until his wrongful termination on March 6, 2023.

4 12. At all times relevant Mr. Arman had been a dedicated employee and held in high regard
5 until Accenture subjected Mr. Arman to disability discrimination, retaliation, harassment, and wrongful
6 termination.

7 13. On January 19, 2022, Mr. Arman joined Accenture as a Senior Manager of Strategy &
8 Consulting. Mr. Arman had a successful career in a similar role with Ernst & Young U.S. LLP in New
9 York. Mr. Arman left his previous job voluntarily to move to the West Coast and concentrate on the Bay
10 Area tech sector. Mr. Arman underwent a long and detailed recruitment at Accenture. However, once he
11 began his employment with Accenture, Mr. Arman began to experience disability discrimination because
12 of his mental health conditions. Mr. Arman had revealed to Accenture in his initial paperwork that he
13 suffered from Post Traumatic Stress Disorder (PTSD) caused by a traumatic brain injury suffered in an
14 unprovoked assault on the New York City subway.

15 14. In February of 2022, Accenture’s HR Business Partner, Heather Hagle, provided Mr. Arman
16 unsolicited coaching over the phone. Ms. Hagle informed Mr. Arman that he should not disclose his
17 disability to his colleagues or clients because mental disabilities such as PTSD “scares people.” She also
18 informed Mr. Arman not to disclose his disability to others as well. Mr. Arman felt isolated and stigmatized
19 as a result.

20 15. In February of 2022, Mr. Arman spoke to Accenture's Talent and Human Potential Lead,
21 Dan Carrington, to request executive coaching to help him cope with his PTSD disability. Mr. Carrington
22 was Mr. Arman’s supervisor and managing director at the time. Mr. Arman explained that he needed an
23 external coach to help support his ability to perform his job while coping with the effects of PTSD. In fact,
24 Accenture offered these services openly and willingly, describing them on its website as one of the benefits
25 of employment at Accenture. The existence and availability of a coach made Accenture an attractive
26 employer for Mr. Arman. Mr. Arman’s previous employer provided a coach to Mr. Arman in his previous
27 role with another company. Mr. Carrington brushed off Mr. Arman’s request and stated he “would look
28 into it.” However, Mr. Carrington never looked into it and never followed up with Mr. Arman.

1 16. The forgoing demonstrates that Mr. Arman informed Accenture about his disability and
2 informed Accenture that a job coach was a reasonable accommodation for his disability.

3 17. Accenture never told Plaintiff that providing a job coach created an undue hardship for
4 Accenture. Rather, Accenture swept Mr. Arman’s request for accommodation “under the rug”.

5 18. Both California and Federal law require Accenture to engage with Mr. Arman in an
6 interactive process to determine what accommodations Mr. Arman required to successfully perform his
7 job. Accenture failed to engage in the interactive process. Accenture did not prioritize and failed to provide
8 Mr. Arman with any reasonable accommodation.

9 19. On February 11, 2022, Mr. Arman lodged a complaint with Erin Lido, HR Business Partner,
10 regarding Ms. Hagle’s unsolicited coaching of Mr. Arman not to speak about his disability. Ms. Hagle’s
11 verbal and written interactions with Mr. Arman coming across as passive aggressive in nature, and that
12 Mr. Arman thought that Ms. Hagle does not treat him and his disability with respect.

13 20. In March of 2022, Mr. Arman started a project with one of Accenture’s Managing Directors,
14 Stephanie DeHaven, for a telecom tech client. Ms. DeHaven and the client had provided Mr. Arman with
15 incorrect and exaggerated negative feedback and conflicting instructions. Mr. Arman’s exchange with Ms.
16 DeHaven and the unfairly difficult client triggered Mr. Arman’s PTSD symptoms.

17 21. On March 31, 2022, Denisse Velarde-Cubek, in HR, communicated to Mr. Arman that
18 Defendants had concluded their investigation of his February 11, 2022 complaint, and the results and
19 recommendations were communicated to leadership and actions, if any, were taken. Defendants did not
20 tell Mr. Arman the actions that were taken or the specific outcomes.

21 22. On April 20, 2022, Mr. Arman took a short-term disability leave of absence to seek medical
22 treatment for his PTSD and ensuing depression caused by Ms. DeHaven and the telecom client.
23 Accenture’s actions and neglect exacerbated Mr. Arman’s disability.

24 23. On April 24, 2022, Ms. DeHaven targeted Mr. Arman based on his disability by
25 documenting on her written feedback to him that Mr. Arman’s “leave of absence placed the firm and client
26 in a difficult place.” Ms. DeHaven worked to target and shame Mr. Arman for taking leave for his disability
27 before the completion of the project.

28 24. From April 2022 to October 2022, during his medical leave, Mr. Arman suffered a drastic

1 pay cut due to disability insurance policies during leave of absence. Mr. Arman received about a forty to
2 fifty percent pay reduction after his first two months of medical leave until his return to work.

3 25. On October 18, 2022, Mr. Arman returned to work with medical accommodations. These
4 accommodations for Mr. Arman's disability required Mr. Arman to receive an executive coach, time for
5 therapy which constituted as one hour a week, and eight hours/one day off per work week. Accenture
6 refused to provide Mr. Arman with an external coach, despite Accenture providing an external coach to
7 other employees. It was clear to Mr. Arman that Accenture was discriminating and retaliating against him
8 based on his disability.

9 26. Accenture offered BetterUp executive coaching to other employees without subjecting
10 them to the same discrimination treatment visited Mr. Arman. Shulgana Dasgupta, a Managing Director,
11 receives executive coaching to help with her performance at work. Additionally, Defendants enrolled other
12 employees from Manager to Senior Manager levels in the BetterUp executive coaching program through
13 its MyLearning system regularly. While Mr. Arman was at his previous employment at Ernst & Young, he
14 was assigned an executive coach, which proved to help him tremendously, and as a result of the coaching,
15 he was able to be promoted to Manager.

16 27. From October 27, 2022 to November 27, 2022, Mr. Arman took vacation time to see his
17 family overseas, which was requested and approved by Erin Lido, HR, and Kristin Cobuzzi, Supervisor.
18 Mr. Arman used his paid time off allowance, which he had 25 days to use at the time of his departure.

19 28. In a retaliatory act, due to Mr. Arman not finishing his prior project before his medical leave
20 commenced, Accenture then decided it would give Mr. Arman an ultimatum. Accenture told Mr. Arman
21 that it would *consider* providing Mr. Arman with an external coach once he worked on a billable client
22 project. Mr. Arman faced difficulty in finding a billable client project while struggling with his disability
23 and lack of reasonable accommodations at work. In fact, not having an external coach and proper
24 accommodation directly impacted Mr. Arman's ability to find a client project.

25 29. On March 6, 2023, Mr. Carrington informed Mr. Arman of his termination citing
26 Accenture's reduction in force via a Microsoft Teams call. Mr. Carrington also cited Mr. Arman's inability
27 to obtain billable work. Accenture had provided Mr. Arman with an impossible task and had set Mr. Arman
28 up for failure because Accenture denied Mr. Arman the necessary medical accommodations required for

1 his disability.

2 30. On March 7, 2023, Mr. Arman connected with Accenture’s HR Business Partner, Erin Lido,
3 to discuss the severance package options and departure process.

4 31. On March 13, 2023, Mr. Arman received a “Change in Relationship” letter stating he is to
5 be laid off and/or discharged on March 20, 2023, citing involuntary organization sizing as the reason for
6 termination.

7 32. March 20, 2023 was Mr. Arman’s last day at Accenture.

8 33. Accenture’s reduction in force was pretext for the real reason Accenture terminated Mr.
9 Arman, Mr. Arman’s disability and his request for reasonable accommodations.

10 34. Accenture knew that it discriminated against Mr. Arman; it requested Mr. Arman sign a
11 supplemental severance document, releasing Accenture from any claims of disability discrimination.

12 35. Defendants eliminated Mr. Arman’s position due to his disability and discriminated against
13 him by not providing him with reasonable medical accommodations to help him do his job whilst
14 recovering from his condition.

15 36. As a direct result of the discriminatory and harassing treatment by Defendants, Mr. Arman
16 finds himself upset, depressed, and embarrassed. Mr. Arman continues to suffer from his PTSD symptoms,
17 which were further triggered by the ongoing harassment and discrimination in the workplace, as well as
18 anxiety and depression. Mr. Arman began having suicidal thoughts and feelings of being hopeless directly
19 following interactions with Ms. DeHaven and the communications tech client project. Mr. Arman has
20 trouble maintaining motivation after his wrongful termination and being able to sustain and make personal
21 friendships due to his worsened medical conditions brought on by Defendants. Mr. Arman has been seeking
22 medical counsel and therapy counsel beginning in March 2022 until the present and has been taking proper
23 medications prescribed by his medical professionals for his PTSD, anxiety, depression, and suicidal
24 thoughts.

25 37. Defendants have discriminated and retaliated against Mr. Arman based on disability and
26 discrimination and in violation of Cal. Gov. Code § 12940. As a result of such conduct, Defendants have
27 caused Mr. Arman intentional infliction of emotional distress, stress, and anxiety.

28 ***FIRST CAUSE OF ACTION***

1 *Retaliation*

2 *Cal. Gov. Code §12940(h)*

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

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

6 39. At all relevant times, the California Fair Employment & Housing Act, sections 12940, et
7 seq., was in full force and effect, and binding on Defendant.

8 40. FEHA makes it an unlawful employment practice for an employer to retaliate against an
9 employee who has opposed a forbidden practice or filed a complaint against an employer or supervisor.
10 CGC §12940(h).

11 41. Government Code section 12940(h) provides in relevant part:

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

17 42. Defendant was Plaintiff's employer, and Plaintiff was Defendant's employee.

18 43. Plaintiff complained about unlawful discrimination and harassment. Plaintiff also made
19 complaints regarding Defendants not providing him with a reasonable medical accomodation for his
20 disability. Defendant also retaliated against Plaintiff for his need to take a short-term disability leave.

21 44. Instead of investigating and taking immediate and appropriate corrective action, Defendant
22 retaliated against Plaintiff by ignoring his complains, refusing to assign him an external coach, giving him
23 incorrect and negative feedback, giving him an unattainable ultimatum to perform without a reasonable
24 accomodation for his disability, and illegally firing Plaintiff.

25 45. Plaintiff was harmed.

26 46. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

27 47. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
28 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

48. As a result of Defendant's actions, Plaintiff sustained damages in an amount to be proven

1 at trial. In addition, Plaintiff is entitled to attorney's fees and costs.

2 ***SECOND CAUSE OF ACTION***

3 *Racial and National Origin Discrimination*

4 *Cal. Gov. Code section 12940*

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

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

8 50. Government Code section 12940(a) provides in relevant part:

9 It is an unlawful employment practice. . . (a) [f]or an employer, because of
10 the. . . color, national origin... of any person . . . to discharge the person from
11 employment. . . or to discriminate against the person in compensation or in
terms, conditions, or privileges of employment.

12 51. At all times herein mentioned, Government Code § 12940, et seq. was in full force and
13 effect and binding upon Defendant. These laws make it an unlawful employment practice to discriminate
14 against any employee on the basis of his race and national origin.

15 52. Plaintiff's race and national origin is Singaporean Chinese.

16 53. During the course of Plaintiff's employment, Defendant created and allowed to exist a
17 hostile work environment, and discriminated against and harassed Plaintiff in a continuous and persistent
18 manner on the basis of his race and national origin as alleged above.

19 54. Plaintiff's Caucasian co-workers were not subject to the same harassing and discriminatory
20 treatment as Plaintiff.

21 55. Defendant consistently denied Plaintiff opportunity disability accommodations, and
22 overlooked his accomplishments and contributions, and illegally fired Plaintiff.

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

24 57. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
25 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

26 58. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's economic
27 and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled to
28 reasonable attorney's fees and costs pursuant to Government Code section 12965.

1 **THIRD CAUSE OF ACTION**

2 *Hostile Work Environment Harassment*

3 *Cal. Gov. Code § 12940(j)*

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

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

7 60. At all time mentioned in this complaint, California Government Code § 12940(j)(1) was in
8 full force and effect and was binding on Defendants. The law requires Defendants to refrain from harassing
9 any employee on the basis of national origin and disability, and to refrain from exposing Plaintiff or any
10 employee to a hostile working environment based on discrimination.

11 61. Defendants wrongfully harassed Plaintiff based on his national origin and disability and
12 knowingly permitted plaintiff to be harassed by colleagues and other non-Singaporean Chinese and non-
13 disabled employees.

14 62. During the course of Plaintiff's employment, Defendants created and allowed to exist a
15 hostile work environment, and discriminated against and harassed Plaintiff in a continuous and persistent
16 manner on the basis of national origin and disability, and because Plaintiff reported discriminatory and
17 other wrongful conduct, as alleged above.

18 63. Defendants failed to take immediate and appropriate corrective action with respect to the
19 harassment of Plaintiff and failed to take all reasonable steps to prevent harassment of Plaintiff from
20 occurring.

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

22 65. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
23 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

24 66. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's economic
25 and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled to
26 reasonable attorney's fees and costs pursuant to Government Code section 12965.

27 67. The conduct of Defendants as described above was malicious, fraudulent, or oppressive and
28 done with a willful and conscious disregard for Plaintiff's rights. Plaintiff is entitled to punitive damages

1 against Defendants.

2 ***FOURTH CAUSE OF ACTION***

3 *Failure to Prevent Discrimination and Harassment*

4 *Cal. Gov. Code § 12940*

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

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

8 69. Government Code section 12940(m)(2) provides in relevant part:

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

12 70. Defendant wrongfully failed to take all reasonable steps necessary to prevent harassment,
13 discrimination, and retaliation.

14 71. Defendant failed to take immediate and appropriate corrective action despite actual
15 knowledge of Plaintiff's allegations of discrimination, harassment, and retaliation by Defendant.

16 72. Plaintiff was harmed.

17 73. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

18 74. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
19 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

20 75. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's economic
21 and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled to
22 reasonable attorney's fees and costs pursuant to Government Code section 12965.

23 ***FIFTH CAUSE OF ACTION***

24 *Intentional Infliction of Emotional Distress*

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

26 76. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
27 forth in this Complaint.

28 77. Defendant's treatment of Plaintiff as discussed supra, exceeds the bounds of decency, is

1 intolerable within our civilized community, and is therefore outrageous.

2 78. Defendant's actions, as discussed supra, were intended to cause Plaintiff to suffer the
3 resulting emotional distress.

4 79. Defendants succeeded in their attempt to cause Plaintiff to suffer extreme emotional distress
5 as indicated by the lingering anxiety and depression, exacerbating his PTSD disorder, and that are the direct
6 and proximate results of Defendant's conduct.

7 80. Plaintiff was harmed.

8 81. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

9 82. The conduct of Defendant as described above was malicious, fraudulent, or oppressive and
10 done with a willful and conscious disregard for Plaintiff's rights. Consequently, Plaintiff is entitled to
11 punitive damages against Defendant.

12 ***SIXTH CAUSE OF ACTION***

13 *Failure to Engage in Good Faith Interactive Process*

14 *Cal. Gov. Code § 12940*

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

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

18 84. Government Code section 12940(n) provides in relevant part:

19 It is an unlawful employment practice. . . (n) For an employer or other
20 entity covered by this part to fail to engage in a timely, good faith,
21 interactive process with the employee or applicant to determine effective
22 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.

23 85. California Code of Regulations, Title 2 section 11069 provides in relevant part:

24 (a) Interactive Process. When needed to identify or implement an effective,
25 reasonable accommodation for an employee or applicant with a disability,
26 the FEHA requires a timely, good faith, interactive process between an
27 employer or other covered entity and an applicant, employee, or the
28 individual's representative, with a known physical or mental disability or
medical condition. Both the employer or other covered entity and the
applicant, employee or the individual's representative shall exchange

1 essential information identified below without delay or obstruction of the
2 process.

3 86. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

4 87. Defendant was aware that Plaintiff had a mental disability that limited a major life activity.

5 88. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable
6 accommodation for Plaintiff's disability.

7 89. Plaintiff at all times was willing to participate in an interactive process to determine a
8 reasonable accommodation.

9 90. Defendant refused to participate in a timely good-faith interactive process.

10 91. Defendant could have made a reasonable accommodation had it timely engaged in the
11 interactive process.

12 92. Plaintiff suffered harm.

13 93. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

14 94. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
15 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

16 95. Under Government Code section 12940, Plaintiff is entitled to recover economic and
17 noneconomic damages. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to
18 Government Code section 12965.

19 ***SEVENTH CAUSE OF ACTION***

20 *Failure to Provide Reasonable Accommodations*

21 *Cal. Gov. Code § 12940*

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

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

25 97. Government Code section 12940(m)(1) provides in relevant part:

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

28 98. California Code of Regulations, Title 2 section 11068 provides in relevant part:

1 (a) Affirmative Duty. An employer or other covered entity has an
2 affirmative duty to make reasonable accommodation(s) for the disability of
3 any individual applicant or employee if the employer or other covered
4 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.

5 . . .

6 (e) Any and all reasonable accommodations. An employer or other covered
7 entity is required to consider any and all reasonable accommodations of
8 which it is aware or that are brought to its attention by the applicant or
9 employee, except ones that create an undue hardship. The employer or
10 other covered entity shall consider the preference of the applicant or
11 employee to be accommodated but has the right to select and implement an
12 accommodation that is effective for both the employee and the employer or
13 other covered entity.

14 99. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

15 100. Defendant was aware that Plaintiff had a disability that limited a major life activity, as well
16 as a history of disability that limited a major life activity.

17 101. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable
18 accommodation for Plaintiff's disability. Defendant refused to provide reasonable accommodation to
19 Plaintiff. Instead, Defendant denied reasonable accommodation for his disability.

20 102. Plaintiff was denied reasonable accommodation for his disability to have an external coach
21 in violation of the Fair Employment and Housing Act by Defendants due to Plaintiff's disability.

22 103. Plaintiff suffered harm.

23 104. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

24 105. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
25 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

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

EIGHTH CAUSE OF ACTION

Disability Discrimination

1 *Cal. Gov. Code § 12940*

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

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

5 108. Government Code section 12940(a) provides in relevant part:

6 It is an unlawful employment practice. . . (a) [f]or an employer, because of
7 the. . . physical disability, neurodevelopmental disability to discharge the
8 person from employment. . . or to discriminate against the person in
compensation or in terms, conditions, or privileges of employment.

9 109. Defendant wrongfully discriminated against Plaintiff based on Plaintiff's mental disability
10 and history of disability.

11 110. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

12 111. Defendant became aware that Plaintiff had a mental disability that limited a major life
13 activity.

14 112. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable
15 accommodation for Plaintiff's disability. Defendant refused to provide a reasonable accommodation.

16 113. Plaintiff was denied reasonable accommodation of having an external, coach denied
17 workplace support, and illegally fired in violation of the Fair Employment and Housing Act.

18 114. Plaintiff suffered harm.

19 115. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

20 116. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
21 including but not limited to, anxiety, depression, feelings of hopelessness, and suicidal thoughts.

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

26 ***NINTH CAUSE OF ACTION***

27 *Wrongful Termination in Violation of Public Policy*

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

1 118. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
2 forth in this Complaint.

3 119. Art. I, § 8, of the California Constitution provides that a person may not be disqualified
4 from pursuing a profession or employment because of their race or national origin and disability.

5 120. At all times herein mentioned in this complaint, California Government Code Section 12940
6 (a), was in full force and effect and were binding on the Defendants and the Defendants were subject to
7 their terms, and therefore Defendant was required to refrain from violations of public policy, including
8 discrimination based on race and national origin, and disability, and in retaliation for complaining of said
9 discrimination.

10 121. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

11 122. Defendant terminated Plaintiff in violation of Plaintiff's rights and public policy.

12 123. Plaintiff is informed and believes and thereon alleges that Plaintiff's protected status (race
13 and national origin and disability) and/or his protestation against being discriminated against based on said
14 protected status as alleged above, were, in part, factors in Defendants' decision to terminate Plaintiff's
15 employment.

16 124. Plaintiff was harmed.

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

18 126. As a proximate result of Defendants' conduct, Plaintiff has suffered special damages in the
19 form of lost earnings, benefits and/or out of pocket expenses in an amount according to proof at the time
20 of trial. As a further direct and proximate result of Defendants' conduct, Plaintiff will suffer additional
21 special damages in the form of lost future earnings, benefits and/or other prospective damages in an amount
22 according to proof at the time of trial.

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

27 128. In violation of public policy, Defendants terminated Plaintiff because Plaintiff is 40-year-
28 old Singaporean Chinese male who suffered from discrimination caused by his mental disability, despite

1 the fact that Defendants knew that Plaintiff was experienced and able to perform the essential functions of
2 their position and had done so since 2022.

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

7 **PRAYER FOR RELIEF**

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

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

16 Dated: May 4, 2023.

RATNER MOLINEAUX, LLP

17
18 

19 _____
20 David S. Ratner
21 Shelley A. Molineaux
22 Attorneys for Plaintiff Mohammed Arman
23
24
25
26
27
28

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@calcivilrights.ca.gov

April 21, 2023

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

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202304-20414121
Right to Sue: Arman / Accenture LLP

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@calcivilrights.ca.gov

April 21, 2023

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202304-20414121
Right to Sue: Arman / Accenture LLP

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.

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

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

April 21, 2023

Mohammed Arman
200 Upper Ter Apt 3
San Francisco, CA 94117

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202304-20414121
Right to Sue: Arman / Accenture LLP

Dear Mohammed Arman:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 21, 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.

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 Mohammed Arman

CRD No. 202304-20414121

8 Complainant,

9 vs.

10 Accenture LLP
11 415 Mission Street
12 San Francisco, CA 94105

13 Respondents

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

17
18 2. Complainant **Mohammed Arman**, resides in the City of **San Francisco**, State of **CA**.

19
20 3. Complainant alleges that on or about **March 20, 2023**, respondent took the
21 following adverse actions:

22 **Complainant was harassed** because of complainant's disability (physical,
23 intellectual/developmental, mental health/psychiatric), race (includes hairstyle and hair
24 texture).

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

Complainant experienced retaliation because complainant reported or resisted any form
of discrimination or harassment, requested or used a disability-related accommodation and
as a result was terminated, denied accommodation for a disability.

1 **Additional Complaint Details:** Mohammed Arman (“Arman”) is a 40-year-old Singaporean
2 Chinese male who began working for Accenture LLP (“Accenture”) on January 19, 2022, as
3 a Senior Manager for Strategy & Consulting until his wrongful termination on March 6, 2023.

4 At all times relevant Arman had been a dedicated employee and held in high regard until
5 Accenture subjected Mr. Arman to disability discrimination, retaliation, harassment, and
6 wrongful termination.

7 On January 19, 2022, Arman joined Accenture as a Senior Manager of Strategy &
8 Consulting. Arman had a successful career in a similar role with Ernst & Young U.S. LLP in
9 New York. Arman left his previous job voluntarily to move to the West Coast and
10 concentrate on the Bay Area tech sector. Arman underwent a long and detailed recruitment
11 at Accenture. However, once he began his employment with Accenture, Arman began to
12 experience disability discrimination because of his mental health conditions. Arman had
13 revealed to Accenture in his initial paperwork that he suffered from PTSD because of a
14 traumatic
15 brain injury suffered in an unprovoked assault on the New York City subway.

16 In February of 2022, Accenture’s HR Business Partner, Heather Hagle, provided Arman
17 unsolicited coaching over the phone. Hagle informed Arman that she should not disclose his
18 disability to his colleagues or clients as it “scares people.” She also informed Arman not to
19 disclose his disability to others as well. Arman felt isolated and stigmatized as a result.

20 In February of 2022, Arman spoke to Accenture’s Talent and Human Potential Lead, Dan
21 Carrington, to request executive coaching to help him cope with his PTSD disability.
22 Carrington

23 was Arman’s supervisor and managing director at the time. Arman explained that he
24 needed an external coach to help support his ability to perform his job while coping with the
25 effects of PTSD. In fact, these services were openly and willingly offered and provided to
26 Arman in his previous role with another company. Moreover, Accenture’s internal employee
27 website listed a job coach as one of the benefits of employment at Accenture. Carrington
28 brushed
29 off Arman’s request and stated he “would look into it.” However, Carrington never followed
30 up with Arman.

31 Both California and Federal law required Accenture to engage with Arman in an interactive
32 process to determine what accommodations Arman required to successfully perform his job.
33 Accenture failed to engage in the interactive process. Accenture did not prioritize and failed
34 to
35 provide Arman with any reasonable accommodation.

36 On February 11, 2022, Arman lodged a complaint with Erin Lido, HR Business Partner,
37 regarding Hagle’s unsolicited coaching of Arman not to speak about his disability, Hagle’s
38 verbal and written interactions with Arman coming across as passive aggressive in nature,
39 and that Arman feels that Hagle does not treat him and his disability with respect.

1 In March of 2022, Arman started on a project with Accenture's Managing Director,
Stephanie
2 DeHaven, for a telecom tech client. DeHaven and the client had provided Arman with
incorrect and exaggerated negative feedback and conflicting instructions. Arman's exchange
3 with DeHaven and the
difficult client triggered Arman's PTSD symptoms.
4

5 On March 31, 2022, Denisse Velarde-Cubek, HR, communicated with Arman that
Defendants had concluded their investigation of the matter previously discussed on
6 February 11, 2022 and the results and recommendations were communicated to leadership
and actions, if any, were taken. Defendants did not disclose with Arman the actions that
7 were taken or the specific outcomes.

8 On April 20, 2022, Arman took a short-term disability leave of absence to seek medical
treatment for his PTSD and ensuing depression. Accenture's actions and neglect
9 exacerbated Arman's disability.

10 On April 24, 2022, DeHaven targeted Arman based on his disability by documenting on her
written feedback to him that Arman's "leave of absence placed the firm and client in a
11 difficult place." DeHaven worked to target and shame Arman for taking leave for his
disability before the completion of the project.
12

13 From April 2022 to October 2022, during his medical leave, Arman suffered a drastic pay
cut due to disability insurance policies during leave of absence. Arman received about a
14 forty to fifty percent pay reduction after his first two months of medical leave until his return
to work.

15 On October 18, 2022, Arman returned to work with medical accommodations. These
16 accommodations for Arman's disability required Arman to receive an executive coach,
time for therapy which constituted as one hour a week, and eight hours/one day off per work
17 week. Accenture refused to provide Arman with an external coach, despite Accenture
providing an external coach to other employees. It was clear to Arman that Accenture was
18 discriminating
and retaliating against him based on his disability.
19

20 Upon information and fact, Defendants offered BetterUp executive coaching to other
employees without subjecting them to the same discrimination that Arman was given.
21 Shulagna Dasgupta, a Managing Director, receives executive coaching to help with her
performance at work. Additionally, Defendants enroll other employees from Manager to
22 Senior Manager levels in the BetterUp executive coaching program through its MyLearning
system regularly. While Arman was at his previous employment at Ernst & Young, he was
23 assigned an executive coach, which proved to help him tremendously, and as a result of the
coaching, he was able to be promoted to Manager.

24 On October 27, 2022 to November 27, 2022, Arman took vacation time to see his family
25 overseas, which was requested and approved by Erin Lido, HR, and Kristin Cobuzzi,

1 Supervisor. Arman used his paid time off allowance, which he had 25 days to use at the
2 time of his departure.

3 In a retaliatory act, due to Arman not finishing his prior project before his medical leave
4 commenced, Accenture then decided they would give Arman an ultimatum. Accenture
5 stated would consider providing Arman with an external coach once he worked on a billable
6 client project. Arman faced difficulty in finding a billable client project while struggling his with
7 disability and lack of reasonable accommodations at work. In fact, not having an external
8 coach and proper accommodation directly impacted Arman's ability to find a client project.

9 On March 6, 2023, Carrington informed Arman of his termination citing Accenture's
10 reduction in force via a Microsoft Teams call. Carrington also cited Arman's inability to obtain
11 billable work. Accenture had provided Arman with an impossible task and had set Arman up
12 for
13 failure because Accenture denied Arman the necessary medical accommodations required
14 for his disability.

15 On March 7, 2023, Arman connected with Accenture's HR Business Partner, Erin Lido, to
16 discuss the severance package options and departure process.

17 On March 13, 2023, Arman received a "Change in Relationship" letter stating he is to be laid
18 off and/or discharged on March 20, 2023, citing involuntary organization sizing as the
19 reason for termination.

20 March 20, 2023, was Arman's last day at Accenture.

21 On information and belief, Accenture's reduction in force was pretext for the real reason
22 Accenture terminated Arman. Arman was subjected to disability discrimination, retaliation,
23 harassment, and wrongful termination for the full duration of his employment.

24 In fact, Accenture issued Arman a supplemental severance document, requesting his
25 signature to waive Accenture from any claims of disability discrimination.

26 On information and belief, Defendants eliminated Arman's position due to his disability and
27 discriminated against him by not providing him with reasonable medical accommodations to
28 help him do his job whilst recovering from his condition.

As a direct result of the discriminatory and harassing treatment by Defendants, Arman finds
himself upset, depressed, and embarrassed. Arman continues to suffer from his PTSD
symptoms, which were further triggered by the ongoing harassment and discrimination in
the workplace, as well as anxiety and depression. Arman began having suicidal thoughts
and feelings of being hopeless directly following interactions with DeHaven and the
communications tech client project. Arman has trouble maintaining motivation after his
wrongful termination and being able to sustain and make personal friendships due to his
worsened medical conditions brought on by Defendants. Arman has been seeking medical
counsel and therapy counsel beginning in March 2022 until the present and has been taking

1 proper medications prescribed by his medical professionals for his PTSD, anxiety,
2 depression, and suicidal thoughts.

3 Defendants have discriminated and retaliated against Arman based on disability and
4 discrimination and in violation of Cal. Gov. Code § 12940. As a result of such conduct,
5 Defendants have caused Arman intentional infliction of emotional distress, stress, and
6 anxiety.
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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 April 21, 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