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MICHELLE FLORES

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

UNLIMITED CIVIL JURISDICTION

MICHELLE FLORES, an individual,

Case No.:

Plaintiff,

COMPLAINT FOR DAMAGES:

v.

AKERMAN LLP, a limited liability
partnership; ERIC A. GORDON, an
individual; and DOES 1 to 10,
inclusive,

Defendants.

1. Race Discrimination under the FEHA (Gov't Code § 12940(a))
2. Gender Discrimination under the FEHA (Gov't Code § 12940(a))
3. Harassment under the FEHA (Gov't Code § 12940)
4. Disability Discrimination under the FEHA (Gov't Code § 12940(a))
5. Failure to Accommodate (Gov't Code § 12940(m)(1))
6. Failure to Engage in Interactive Process (Gov't Code § 12940(n))
7. Retaliation Under the FEHA (Gov't Code § 12940(h))
8. CFRA Retaliation (Gov't Code § 12945.2(t))
9. CFRA Interference (Gov't Code § 12945.2(t))
10. Failure to Prevent Discrimination, Retaliation, and Harassment (Gov't Code § 12940(k))
11. Declaratory and Injunctive Relief

DEMAND FOR JURY TRIAL

1 Plaintiff MICHELLE FLORES ("Flores") complains and alleges against Defendants
2 AKERMAN LLP ("Akerman"), ERIC A. GORDON ("Gordon"), and Does 1-10, inclusive,
3 (collectively, "Defendants") as follows:

4 **INTRODUCTION**

5 1. Plaintiff MICHELLE FLORES ("Flores") brings these claims under
6 California's Civil Rights laws, in order to remedy brazen acts of discrimination, harassment,
7 and retaliation by Defendants.

8 2. Flores is a highly successful 57-year-old Latina woman with over 30 years
9 of experience as an attorney specializing in labor, employment, and cannabis law. Her
10 experience and reputation have made her a leader in the Los Angeles and California legal
11 community. She is often called on to speak publicly at legal events and with the media on
12 current events affecting the employment landscape.

13 3. Defendant AKERMAN LLP ("Akerman") is one of the largest and wealthiest
14 law firms in the world, employing over 700 attorneys and generating almost \$575 million
15 in revenue in 2024.

16 4. At all relevant times, Akerman employed co-defendant ERIC A. GORDON
17 ("Gordon") as an agent, manager, and member of Akerman's Board of Directors and one
18 of Flores' supervisors.

19 5. In a desire to expand its footprint in Los Angeles, Akerman spent significant
20 time and resources recruiting Flores to join its small Los Angeles office, with the specific
21 objective of utilizing Flores' skills and professional reputation to rapidly build out its Labor
22 and Employment and cannabis practices, and increase the number of attorneys in its Los
23 Angeles office.

24 6. After an extensive recruitment period, Ackerman offered and Flores
25 accepted employment as an income partner in Akerman's Los Angeles office.

26 7. Almost immediately upon joining Akerman, Flores was treated differently and
27 less favorably than her similarly situated non-Latina and male counterparts. For example,
28 Akerman required Flores to deliver bad news to clients who were not her own; failed to

1 assign her adequate associates and support staff; refused to hire her a media consultant
2 the same as was provided to other non-Latina and male partners, despite having agreed
3 to do so, forcing Flores to pay for this expense out of her own pocket; allowed partners to
4 poach associates assigned to Flores and assign competing work to them, preventing the
5 associates from performing work directly for Flores, contrary to firm policy, which
6 negatively affected Flores' productivity, revenue generation, income and bonus
7 compensation; and refused to reimburse Plaintiff for expenses incurred on behalf of the
8 firm, among other things.

9 8. This disparity in treatment caused Flores significant emotional distress,
10 which required her to seek out medical treatment for same.

11 9. Approximately one year after she began working for Akerman, Flores
12 suffered an on-the-job injury to her neck, back, and left wrist. Over the next three to four
13 months, Flores worked while in pain, until her doctors instructed her to take an immediate
14 medical leave of absence for two weeks. However, due to the significant backlog caused
15 by understaffing and poaching of associates, Flores was forced to delay the start of her
16 medical leave.

17 10. While out on medical leave, Gordon contacted Flores multiple times to pester
18 her regarding cases under Flores' supervision. Despite Flores' requests to be left alone so
19 she could receive medical treatment and recover, Gordon pressured Flores to continue
20 working while on medical leave, and pressured Flores to return to work prematurely, before
21 she had fully recovered from her injuries.

22 11. Shortly after her return in late June/early July 2019, Flores notified the
23 Managing Partner of the Los Angeles office, Susanne Zabloudil ("Zabloudil"), of her need
24 to take a second medical leave. However, on July 18, 2019, before Flores was able to take
25 an additional medical leave, Akerman terminated her employment, effective immediately.

26 12. Akerman's treatment of Flores after she was injured exacerbated the
27 emotional distress she was already under due to being treated differently on account of
28 her race and gender.

13. Defendants' disparity in treatment of the Plaintiff based on gender and race, failure to accommodate her disability and interference with Plaintiff's protected leave, and retaliatory termination of Plaintiff Flores caused her to suffer substantial emotional distress.

JURISDICTION AND VENUE

14. The Court has personal jurisdiction over Defendants because Defendants conduct business in this County, Plaintiff was employed in this County, and the unlawful acts alleged herein were committed in this County.

15. This Court has subject matter jurisdiction over Plaintiff's claims because the unlawful conduct arises under California law, and there is no federal question at issue in this action.

16. Venue is proper in this judicial district pursuant to California Code of Civil Procedure § 395.5 and California Government Code § 12965. Defendants' obligations or liabilities arose in the County of Los Angeles where Plaintiff resided and worked while employed by Defendants, and therefore Defendants are within the jurisdiction of this Court for purposes of service of process.

17. The amount in controversy exceeds the sum of \$35,000.

THE PARTIES

18. Plaintiff MICHELLE FLORES ("Flores") is a 57-year-old Latina woman who at all relevant times lived and worked in the State of California, County of Los Angeles.

19. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, Defendant AKERMAN LLP ("Akerman") is, and at all times mentioned herein was, a Delaware corporation headquartered in the State of Florida, authorized to do business, and doing business in County of Los Angeles, State of California. Akerman maintains an office in the City of Los Angeles. At all times relevant herein, Defendant had at least fifty employees and was an "employer" within the meaning of the FEHA.

20. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, Defendant ERIC A. GORDON ("Gordon") was and is an individual residing in the State of Florida, a member of Akerman's Board of Directors, and Practice

1 Group Chair of the Labor and Employment Practice Group. As such, Gordon was one of
2 Flores' supervisors.

3 21. Does 1 through 10, inclusive, are sued pursuant to California Code of Civil
4 Procedure § 474. Plaintiff is unaware of the true names or capacities of these defendants
5 and therefore sues these defendants by such fictitious names. Plaintiff will amend the
6 Complaint to allege their true names and capacities when the same are ascertained.
7 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
8 defendants is legally responsible in some manner for the occurrences herein alleged and
9 that the injuries of Plaintiff as herein alleged have been proximately caused by the
10 aforementioned defendants.

11 22. Plaintiff is informed and believes and thereon alleges that each of the
12 Defendants named herein, including the fictitious Doe Defendants, has at all times relevant
13 to this action, been the officer, agent, employee and/or representative of the remaining
14 defendants and has acted within the course and scope of such agency and employment,
15 and with the permission and consent of the co-Defendants.

16 23. Plaintiff sues to call Defendants to account for these violations, and seeks
17 actual, compensatory, and punitive damages, declaratory and injunctive relief, and
18 reasonable attorneys' fees and costs for Defendants' violations of her rights.

19 **FACTUAL ALLEGATIONS**

20 24. Plaintiff MICHELLE FLORES ("Flores") is a 57-year-old Latina woman with
21 over thirty years of experience as a well-known and nationally recognized attorney
22 specializing in labor, employment, and cannabis law. She has regularly appeared on
23 television and been extensively quoted in print and the media.

24 25. In 2017, Defendant AKERMAN LLP ("Akerman") was a national law firm with
25 numerous offices throughout the United States, including one in Los Angeles. Akerman
26 sought to expand the labor, employment and cannabis law departments and increase the
27 number of attorneys in these practice areas. With the stated objective of expanding the
28 firm's footprint in the Los Angeles legal marketplace, Akerman leased larger office space,

1 and began looking to hire well-known, high caliber attorneys and identified Flores with this
2 objective in mind.

3 **Akerman Heavily Recruits Flores**

4 26. In late 2017, Akerman began aggressively recruiting Flores to join its Los
5 Angeles office as a partner.

6 27. Indeed, during the interview and recruitment process, Akerman
7 acknowledged Flores' media prowess and national recognition as factors which drew the
8 firm's attention. Akerman hoped to advance expansion of the firm and the California Labor
9 and Employment ("L&E") Department, through Flores.

10 28. As part of the recruitment discussion, in addition to financial compensation,
11 Akerman agreed to commit substantial resources to support Flores in joining the firm,
12 including (1) retention of Flores' New York media consultant, or alternatively, to provide a
13 comparable marketing consultant and support; (2) maintaining an industry specific library
14 and reference materials associated with Flores' specialties; and (3) eight weeks of
15 expanded leave with 100% paid leave under the California Family Rights Act ("CFRA")
16 (Gov't Code §§ 12945.2, *et. seq.*).

17 **Akerman Immediately Began Treating Flores Differently than** 18 **Similarly Situated Male and Non-Latino Partners**

19 29. February 19, 2018 was Flores' first day of employment with Akerman. Flores
20 was assigned a number of problem cases, e.g., non-billable cases that undermined her
21 ability to meet the minimum goals and expectations set by her employment agreement;
22 cases representing clients already unhappy with Akerman's services; handling disgruntled
23 "Gordon" clients; and other partner-assigned matters that came with no "origination" credit.
24 Plaintiff's male and non-Latino counterparts were not saddled with similarly problematic
25 cases.

26 30. Unlike male and non-Latino partners, Flores was saddled with training and
27 mentoring associates, which would not have been objectionable, except to the extent that
28

1 these duties undermined Plaintiff's ability to meet goals set for her, obstacles not applied
2 to her male and non-Latino counterparts.

3 31. Moreover, Plaintiff was subjected to gender-specific criticism in the way that
4 she provided training and mentorship. Flores was directed to change her "tone," to be
5 "kinder," and to use a softer "female" voice with both associates and clients, critiques not
6 directed toward Plaintiff's male and non-Latino counter-parts, and demands which Flores
7 objected to as a reflection of gender and race bias and discrimination.

8 32. Akerman unreasonably cut Flores' rate and the amount of her billable hours.
9 By billing her at a lower rate, it affected her annual hourly rate, which affected her bonuses,
10 as well as one of the metrics used to measure Flores' success in bringing revenue to the
11 firm. Plaintiff was relegated to a rate less than her male and non-Latino counterparts, and
12 unreasonably low rates not commensurate with her experience and qualifications.

13 **Unlike Male and Non-Latino Partners, Akerman Failed to Provide Flores**
14 **with Adequate Resources**

15 33. Akerman tasked Flores with expanding the L&E Department in California,
16 which required that she receive adequate associates and marketing support.

17 34. Akerman failed to provide Flores with an effective media consultant as
18 agreed, adequate junior attorneys to staff her cases, and internal staffing and marketing
19 support.

20 35. Akerman failed to pay for Plaintiff's media consultant as agreed, forcing
21 Flores to incur the \$5,000 monthly media consultant expense, which grew to \$60,000.
22 Despite Flores' repeated requests, and numerous representations by Akerman that
23 reimbursement would be made, Akerman refused to reimburse Plaintiff for this expense.

24 36. On information and belief, Flores alleges that Akerman retained outside
25 media consultants for male and non-Latino partners, which in turn increased their visibility
26 and their ability to generate higher revenue to the firm, the denial of which to Plaintiff
27 denied her the resources necessary to perform effectively, build media presence, and
28 maximize business generation for the firm.

37. Plaintiff was provided less associate support than her male non-Latino counterparts. By Fall 2018, Akerman's L&E Department in California had expanded significantly, due largely to Flores efforts. Two partners and four associates were added. Akerman policy for the California L&E Department required that associates only work with the partners to whom they were assigned. However, two associates were allocated to work solely for the non-Latino male partner, and two associates were relegated to be shared by Flores with a female non-Latino partner.

38. Moreover, the rule requiring associates to only work for the partner assigned, was not enforced in Flores' favor. Soon after the male non-Latino partner began demanding that the shared associates also perform work for him, further diluting the limited support that was being provided to Flores. Flores' complaints about this disfavored and disparate treatment were ignored and work for the male and non-Latino partners was prioritized.

Flores Suffers an On-the-Job Injury

39. On February 8, 2019, Flores injured her neck, back and left wrist when she sat on a three-legged chair that collapsed in the Akerman building lobby. Flores was diagnosed with whiplash and contusions. Flores' injuries spread to her left knee. Flores continued to experience severe pain in her neck, back, wrist, and knee into late May 2019.

40. Akerman's ongoing failure to provide adequate associate support exacerbated Flores's injuries. Flores was unable to receive adequate treatment and rest because there were no associates she could transition her work duties to.

41. Flores continued to complain about the lack of associate support provided to her, and the \$60,000 media consultant expense. Zabludil responded that Flores needed to "get off National's radar," suggesting that Akerman's partnership was displeased with Flores' complaints.

42. On Friday, May 31, 2019, Flores' doctor instructed her to take *immediate* medical leave for two weeks. The following Monday, June 3, 2019, Flores advised Gordon and Zabludil of her need to take an immediate medical leave, requiring that she perform

1 no work during this time. Instead of assisting Flores in taking medical leave, Gordon
2 instructed Flores to postpone an upcoming mediation for one of his clients until Flores was
3 able to return to work, and to continue preparing the case for mediation until and unless a
4 continuance was granted. Flores was forced to work an additional two days before being
5 allowed to begin her leave.

6 43. While out on leave, and without regard to Flores' protected medical leave,
7 Gordon repeatedly contacted Flores and pressured her to continue working.

8 44. Flores returned from two weeks leave on June 20, 2019, having used only
9 two of the eight weeks of paid leave available to her. Within days, it was apparent that
10 Flores had not fully recovered. However, she continued to work, trying to catch up on the
11 backlog of work to which she returned.

12 45. In late June/early July 2019, Flores advised Akerman that she had returned
13 to work too quickly, and that ongoing medical issues would require her to go back on
14 medical leave.

15 46. On July 18, 2019, just before she could take further medical leave, Flores
16 was terminated, effective immediately, and was told by Gordon that Akerman would not
17 reimburse Flores for the \$60,000 in marketing costs due to her.

18 47. In terminating Plaintiff, Akerman not only retaliated against the Plaintiff for
19 her protected conduct, but violated its standard practices and treated Flores differently
20 than other male and non-Latino partners. Akerman refused to allow Flores the opportunity
21 to transition her cases or clients, as accommodation granted to other partners separating
22 from the firm. Likewise, Akerman refused Flores' request that her name and image
23 temporarily remain on the firm's website until she found new employment, consistent with
24 Akerman's past practices and treatment of similarly situated non-Latino partners, both
25 male and female, and associates.

26 48. Akerman offered Flores one month of severance in exchange for signing a
27 release of all claims in favor of Akerman, which Plaintiff rejected.

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 49. Prior to the filing of this action, on July 15, 2022, Plaintiff timely filed a charge
3 of discrimination, harassment, and retaliation with the California Civil Rights Department
4 ("CRD") alleging that Defendants' acts of Defendants violated the FEHA and CFRA, which
5 resulted in the issuance of a Notice of Case Closure and Right to Sue Letter on September
6 30, 2024. True and correct copies of these documents are attached as **Exhibit 1** and
7 **Exhibit 2**, respectively. As such, Plaintiff has timely brought this action.

8 **FIRST CAUSE OF ACTION**

9 **Race Discrimination**

10 **in Violation of Gov't Code § 12940(a)**

11 **(Against Akerman and Does 1-10)**

12 50. Plaintiff incorporates by reference the allegations in the foregoing
13 paragraphs as though fully set forth at length herein.

14 51. Under the FEHA, it is unlawful for an employer to discriminate against any
15 employee in terms, conditions, or privileges of employment because of race. Cal. Gov't
16 Code § 12940(a).

17 52. At all relevant times, Akerman was an "employer" subject to the Fair
18 Employment and Housing Act ("FEHA") as defined in California Government Code §
19 12926(d). Government Code § 12940(a), declares it an unlawful employment practice for
20 an employer to discriminate in compensation, the terms, conditions, or privileges of
21 employment because of race.

22 53. At all times relevant to this action, Flores was an employee of Akerman.

23 54. Flores is a Latina woman with a physical disability.

24 55. In violation of the FEHA, Akerman subjected Plaintiff to disparate treatment
25 based on Plaintiff's race.

26 56. As described in detail above, Defendants engaged in one or more adverse
27 actions based on Plaintiff's race, including but not limited to:

28 a. Billing Flores at a below-market hourly rate;

- b. Cutting Flores' hours;
- c. Requiring Flores to work on non-billable work;
- d. Requiring Flores to work on cases that denied her origination credit;
- e. Requiring Flores to provide training, mentorship, and support to associates, but not requiring the same of her male and non-Latino partners;
- f. Subjecting Flores to gender-specific criticism;
- g. Failing to provide Flores with necessary resources, associate, and support staff;
- h. Failing to provide Flores with a media consultant, the same as provided to other non-Latina and male partners, despite having agreed to do so at firm expense;
- i. Refusing to reimburse Flores for expenses incurred on behalf of the firm;
- j. Allowing partners to violate firm policy and poach associates assigned to Plaintiff;
- k. Actions or inaction which negatively impacted Flores' productivity, revenue generation, income, and bonus compensation;
- l. Generally treating Flores differently than her non-Latina counterparts;
- and
- m. Ultimately terminating Plaintiff's employment.

57. Defendants reserved the foregoing treatment for Plaintiff alone, such that male and non-Latina employees were not subjected to the same treatment.

58. Plaintiff's race was a substantial motivating reason for the actions of all defendants.

59. Plaintiff was harmed by Defendants' actions.

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

61. The acts and conduct of Defendants, as described above, constitute unlawful discrimination in violation of Government Code § 12940(a).

1 62. Economic damages. As a direct and proximate result of Defendants'
2 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
3 damages, including lost wages, benefits, promotional opportunities, medical expenses,
4 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
5 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
6 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
7 interest.

8 63. Non-economic damages. As a direct and legal result of Defendants' conduct,
9 Plaintiff has and will continue to suffer general damages including, but not limited to,
10 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
11 distress, all in an amount to be proven at trial.

12 64. Exemplary and punitive damages. Defendants, by their conduct as set forth
13 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
14 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
15 rights. Defendants occupied a position of trust which gave them power to damage
16 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
17 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
18 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
19 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
20 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
21 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

22 65. As a direct and proximate result of Defendants' conduct, Plaintiff has been
23 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
24 of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable
25 statutes.

SECOND CAUSE OF ACTION

Gender Discrimination

In Violation of Gov't Code § 12940(a)

(Against All Defendants and Does 1-10)

66. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth at length herein.

67. Under the FEHA, it is unlawful for an employer to discriminate against any employee in terms, conditions, or privileges of employment because of gender. Cal. Gov't Code § 12940(a).

68. In violation of the FEHA, Akerman and Gordon subjected Plaintiff to disparate treatment based on her gender, and the intersectionality between race and gender.

69. As described in detail above, Defendants engaged in one or more adverse actions based on Plaintiff's gender and the intersectionality between gender and race, including but not limited to:

- a. Billing Flores at a below-market hourly rate;
- b. Cutting Flores' hours;
- c. Requiring Flores to work on non-billable work;
- d. Requiring Flores to work on cases that denied her origination credit;
- e. Requiring Flores to provide training, mentorship, and support to associates, but not requiring the same of her male and non-Latino partners;
- f. Subjecting Flores to gender-specific criticism;
- g. Failing to provide Flores with necessary resources, associate, and support staff;
- h. Failing to provide Flores with a media consultant, the same as provided to other non-Latina and male partners, despite having agreed to do so at firm expense;

- i. Refusing to reimburse Flores for expenses incurred on behalf of the firm;
- j. Allowing partners to violate firm policy and poach associates assigned to Plaintiff;
- k. Actions or inaction which negatively impacted Flores' productivity, revenue generation, income, and bonus compensation;
- l. Generally treating Flores differently than her male and non-Latina counterparts; and
- m. Ultimately terminating Plaintiff's employment.

70. In violation of the FEHA, Akerman subjected Plaintiff to disparate treatment based on her gender. The intersection of Plaintiff's race and sex was a substantial motivating reason for one or more adverse employment actions taken by Defendants, including Plaintiff's termination.

71. Defendants reserved the foregoing treatment for Plaintiff alone, such that non-Latina and male employees were not subjected to the same treatment.

72. Plaintiff's gender, and the intersectionality between gender and race, was a substantial motivating reason for the actions of all defendants.

73. Plaintiff was harmed by Defendants' actions.

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

75. The acts and conduct of Defendants, as described above, constitute unlawful discrimination in violation of Government Code § 12940(a).

76. Economic damages. As a direct and proximate result of Defendants' unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic damages, including lost wages, benefits, promotional opportunities, medical expenses, and other compensatory damages in an amount subject to proof at trial. Plaintiff claims such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ. Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment interest.

1 77. Non-economic damages. As a direct and legal result of Defendants' conduct,
2 Plaintiff has and will continue to suffer general damages including, but not limited to,
3 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
4 distress, all in an amount to be proven at trial.

5 78. Exemplary and punitive damages. Defendants, by their conduct as set forth
6 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
7 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
8 rights. Defendants occupied a position of trust which gave them power to damage
9 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
10 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
11 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
12 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
13 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
14 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

15 79. As a direct and proximate result of Defendants' conduct, Plaintiff has been
16 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
17 of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable
18 statutes.

19 **THIRD CAUSE OF ACTION**

20 **Harassment**

21 **in Violation of Gov't Code §§ 12923, 12940(j)**

22 **(Against All Defendants and Does 1-10)**

23 80. Plaintiff incorporates by reference the allegations in the foregoing
24 paragraphs as though fully set forth at length herein.

25 81. Under the FEHA, it is unlawful for "an employer ... or any other person,
26 because of race[, . . .] physical disability, [. . . or] gender . . . to harass an employee." Cal.
27 Gov't Code §§ 12923, 12940(j).

1 82. At all times relevant to this action, Gordon was an agent, supervisor of
2 Flores, and manager of Akerman by being a member of its Board.

3 83. Flores is a Latina woman with a physical disability.

4 84. As detailed above, Plaintiff was subjected to unwelcome conduct,
5 intimidation, and comments, based on her race, gender, and/or physical disability, which
6 were intended to and did in fact intimidate Plaintiff. The actions taken against Plaintiff were
7 intended to and did in fact convey a hostile message. Moreover, the conduct was created
8 by, facilitated, condoned, encouraged, and ratified by officers and high-level management
9 employees of Akerman, including but not limited to Gordon and Zabloudil.

10 85. Defendants subjected Plaintiff to unwanted harassment based on her race
11 being Latina, her gender being female, and her disability, in violation of Government Code
12 § 12940 *et seq.* In doing so, Defendants treated Plaintiff differently than other non-Latina,
13 male, and/or physically abled counterparts by, including but not limited to:

- 14 a. Billing Flores at a below-market hourly rate;
- 15 b. Cutting Flores' hours;
- 16 c. Requiring Flores to work on non-billable work;
- 17 d. Requiring Flores to work on cases that denied her origination credit;
- 18 e. Requiring Flores to provide training, mentorship, and support to
19 associates, but not requiring the same of her male and non-Latino partners;
- 20 f. Subjecting Flores to gender-specific criticism;
- 21 g. Failing to provide Flores with necessary resources, associate, and
22 support staff;
- 23 h. Failing to provide Flores with a media consultant, the same as
24 provided to other non-Latina and male partners, despite having agreed to do so at firm
25 expense;
- 26 i. Refusing to reimburse Flores for expenses incurred on behalf of the
27 firm;

1 j. Allowing partners to violate firm policy and poach associates assigned
2 to Plaintiff;

3 k. Actions or inaction which negatively impacted Flores' productivity,
4 revenue generation, income, and bonus compensation;

5 l. Generally treating Flores differently than her male and non-Latina
6 counterparts; and

7 m. Ultimately terminating Plaintiff's employment.

8 86. The actions of Akerman, and in turn Gordon and Zabloudil, were severe or
9 pervasive.

10 87. The race, gender, and/or disability-based harassment was sufficiently
11 severe or pervasive to create a work environment that Plaintiff, and a reasonable person
12 in Plaintiff's position, would consider hostile, intimidating, offensive, oppressive, or
13 abusive.

14 88. Plaintiff did in fact consider the work environment to be hostile, intimidating,
15 offensive, oppressive, or abusive.

16 89. Supervisors and managing agents of Akerman, including but not limited to
17 Gordon and Zabloudil, facilitated, engaged in, condoned, ratified, and failed to prevent the
18 harassing conduct, and failed to take immediate or appropriate corrective action.

19 90. The intersection of Plaintiff's Latina race, female gender, and/or physical
20 disability was a substantial motivating reason for the actions of taken by Defendants,
21 including Plaintiff's termination.

22 91. Plaintiff was harmed by Defendants' actions.

23 92. Defendants' action(s) was a substantial factor in causing Plaintiff harm.

24 93. Economic damages. As a direct and proximate result of Defendants'
25 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
26 damages, including lost wages, benefits, promotional opportunities, medical expenses,
27 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
28 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.

Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment interest.

94. Non-economic damages. As a direct and legal result of Defendants' conduct, Plaintiff has and will continue to suffer general damages including, but not limited to, damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional distress, all in an amount to be proven at trial.

95. Exemplary and punitive damages. Defendants, by their conduct as set forth above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her rights. Defendants occupied a position of trust which gave them power to damage Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by discriminating and retaliating against Plaintiff, creating a hostile work environment, and maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as described in detail above. Defendants' conduct in discriminating, harassing, and retaliating against Plaintiff was willful and oppressive and done in conscious disregard of her rights. Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

96. As a direct and proximate result of Defendants' conduct, Plaintiff has been compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable statutes.

FOURTH CAUSE OF ACTION

Disability Discrimination

In Violation of Gov't Code § 12940(a)

(Against Akerman and Does 1-10)

97. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth at length herein.

98. Under the FEHA, it is unlawful for an employer to discriminate against any employee in terms, conditions, or privileges of employment because of a mental or

1 physical disability. Cal. Gov't Code § 12940(a). A physical disability is defined as a
2 "limitation" upon a major life activity" and "working" is considered a major life activity. Cal.
3 Gov't Code §§ 12926(c); 12926.1(c).

4 99. At all times relevant to this action, Flores was an employee of Akerman.

5 100. During her employment, Flores suffered a physical disability to her neck,
6 back, wrist, and knee which limited one or more major life activities, including Plaintiff's
7 ability to work.

8 101. Akerman was placed on notice of Flores' physical disability.

9 102. Flores was able to perform the essential job duties of her position with
10 reasonable accommodation.

11 103. In violation of the FEHA, Akerman subjected Plaintiff to disparate treatment
12 based on her physical disability, namely, the resulting injuries to her neck, back, wrist, and
13 left knee that have limited her ability to work.

14 104. As described in detail above, Defendants engaged in one or more adverse
15 actions against the Plaintiff including but not limited to:

- 16 a. Billing Flores at a below-market hourly rate;
- 17 b. Cutting Flores' hours;
- 18 c. Requiring Flores to work on non-billable work;
- 19 d. Requiring Flores to work on cases that denied her origination credit;
- 20 e. Requiring Flores to provide training, mentorship, and support to
21 associates, but not requiring the same of her male and non-Latino partners;
- 22 f. Subjecting Flores to gender-specific criticism;
- 23 g. Failing to provide Flores with necessary resources, associate, and
24 support staff;
- 25 h. Failing to provide Flores with a media consultant, the same as
26 provided to other non-Latina and male partners, despite having agreed to do so at firm
27 expense;

- 1 i. Refusing to reimburse Flores for expenses incurred on behalf of the
2 firm;
- 3 j. Allowing partners to violate firm policy and poach associates assigned
4 to Plaintiff;
- 5 k. Actions or inaction which negatively impacted Flores' productivity,
6 revenue generation, income, and bonus compensation;
- 7 l. Interfering with Flores' medical leave by demanding she start her
8 leave later than doctor recommended;
- 9 m. Interfering with Flores' medical leave by demanding she work while
10 on medical leave;
- 11 n. Pressuring Flores to return to work before she had fully recovered
12 from her injuries;
- 13 o. Failing to approve Flores' second medical leave;
- 14 p. Failing to let Flores go on paid medical leave;
- 15 q. Failing to accommodate Flores' medical needs;
- 16 r. Failing to properly engage in the interactive process with Plaintiff on
17 her physical disabilities and related need for accommodations;
- 18 s. Failing to address, investigate, and remedy disparate treatment,
19 harassment, and retaliation;
- 20 t. Generally treating Flores differently than her non-disabled
21 counterparts; and
- 22 u. Ultimately terminating Plaintiff's employment.
- 23 105. In violation of the FEHA, Akerman subjected Plaintiff to disparate treatment
24 based on her physical disability.
- 25 106. Plaintiff's physical disability was a substantial motivating reason for the
26 actions of all defendants.
- 27 107. Plaintiff was harmed by Defendants' actions, which was a substantial factor
28 in causing Plaintiff's harm.

1 108. The acts and conduct of Defendants, as described above, constitute
2 unlawful discrimination in violation of Government Code § 12940(a).

3 109. Economic damages. As a direct and proximate result of Defendants'
4 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
5 damages, including lost wages, benefits, promotional opportunities, medical expenses,
6 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
7 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
8 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
9 interest.

10 110. Non-economic damages. As a direct and legal result of Defendants' conduct,
11 Plaintiff has and will continue to suffer general damages including, but not limited to,
12 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
13 distress, all in an amount to be proven at trial.

14 111. Exemplary and punitive damages. Defendants, by their conduct as set forth
15 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
16 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
17 rights. Defendants occupied a position of trust which gave them power to damage
18 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
19 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
20 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
21 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
22 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
23 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

24 112. As a direct and proximate result of Defendants' conduct, Plaintiff has been
25 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
26 of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable
27 statutes.
28

FIFTH CAUSE OF ACTION

Failure to Accommodate

in Violation of Cal. Gov't Code § 12940(m)(1)

(Against All Defendants and Does 1-10)

113. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth herein.

114. FEHA makes it unlawful for an employer to refuse to make a reasonable accommodation for the known physical disability of an employee. Gov't Code § 12940(m)(1). It is also unlawful for an employer to fail to accommodate an employee's known disability in violation of the FEHA.

115. "Reasonable accommodation" includes paid or unpaid leaves of absence consistent with the California Family Rights Act ("CFRA") entitling the employee to the same or comparable position that is equivalent to the employee's former position upon return to work. (Cal. Code Regs., §§ 11065, subd. (p) and 11089, subd. (b).)

116. Plaintiff had a "physical disability," as defined under California law, which limited the major life activity.

117. Akerman and its employees, including Gordon and Zabloudil, knew, perceived, or treated Plaintiff as though she had a physical disability which limited the major life activity.

118. As Plaintiff was able to perform the essential job duties of her position with reasonable accommodation, she was otherwise qualified to do her job.

119. Akerman failed to provide Plaintiff with a reasonable accommodation, although reasonable accommodations were available, including but not limited to paid medical leave pursuant to Akerman's policy of same for up to eight weeks, and medical leave for up to twelve weeks within one calendar year, pursuant to CFRA.

120. Akerman failed to accommodate Plaintiff by, among other things:

a. Failing to provide Flores with necessary resources, associate, and support staff;

b. Failing to provide Flores with a media consultant, the same as provided to other non-Latina and male partners, despite having agreed to do so at firm expense;

c. Refusing to reimburse Flores for expenses incurred on behalf of the firm;

d. Allowing partners to violate firm policy and poach associates assigned to Plaintiff;

e. Actions or inaction which negatively impacted Flores' productivity, revenue generation, income, and bonus compensation;

f. Interfering with Flores' medical leave by demanding she start her leave later than doctor recommended;

g. Interfering with Flores' medical leave by demanding she work while on medical leave;

h. Pressuring Flores to return to work before she had fully recovered from her injuries;

i. Failing to approve Flores' second medical leave;

j. Failing to let Flores go on paid medical leave;

k. Failing to accommodate Flores' medical needs;

l. Failing to properly engage in the interactive process with Plaintiff on her physical disabilities and related need for accommodations;

m. Failing to address, investigate, and remedy disparate treatment, harassment, and retaliation;

n. Generally treating Flores differently than her non-disabled counterparts; and

o. Ultimately terminating Plaintiff's employment.

121. Plaintiff was harmed by Defendants' actions, which was a substantial factor in causing Plaintiff harm.

1 122. Economic damages. As a direct and proximate result of Defendants'
2 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
3 damages, including lost wages, benefits, promotional opportunities, medical expenses,
4 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
5 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
6 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
7 interest.

8 123. Non-economic damages. As a direct and legal result of Defendants' conduct,
9 Plaintiff has and will continue to suffer general damages including, but not limited to,
10 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
11 distress, all in an amount to be proven at trial.

12 124. Exemplary and punitive damages. Defendants, by their conduct as set forth
13 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
14 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
15 rights. Defendants occupied a position of trust which gave them power to damage
16 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
17 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
18 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
19 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
20 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
21 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

22 125. As a direct and proximate result of Defendants' conduct, Plaintiff has been
23 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
24 of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable
25 statutes.

SIXTH CAUSE OF ACTION

**Failure to Engage in the Interactive Process
in Violation of Cal. Gov't Code § 12940(n)
(Against All Defendants and Does 1-10)**

126. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth herein.

127. FEHA makes it unlawful for an employer to fail to engage in a timely, good faith, interactive process with an employee to determine effective reasonable accommodations in response to a request for reasonable accommodation by an employee with a known physical disability. Cal. Gov't Code § 12940(n).

128. "Reasonable accommodation" includes paid or unpaid leaves of absence consistent with the CFRA entitling the employee to the same or comparable position that is equivalent to the employee's former position upon return work. Cal. Code Regs., §§ 11065, subd. (p) and 11089, subd. (b).

129. At all times relevant to this action, Flores was an employee of Akerman.

130. Plaintiff had a "physical disability," as defined under California law.

131. Akerman and its employees, including Gordon and Zabloudil, knew, perceived, or treated Plaintiff as though she had a disability.

132. As Plaintiff was able to perform the essential duties of her position with reasonable accommodation, Plaintiff was otherwise qualified to do her job.

133. Plaintiff requested that Akerman provide her with a reasonable accommodation so that she could perform the essential duties of her position.

134. Plaintiff was willing to participate in an interactive process to determine what reasonable accommodation could be provided, so that she would be able to perform the essential duties of her position.

135. Akerman failed to engage in a good faith interactive process with Plaintiff to accommodate her known physical disability in violation of the FEHA by, among other actions or inaction:

- 1 a. Failing to provide Flores with necessary resources, associate, and
2 support staff;
- 3 b. Failing to provide Flores with a media consultant, the same as
4 provided to other non-Latina and male partners, despite having agreed to do so at firm
5 expense;
- 6 c. Refusing to reimburse Flores for expenses incurred on behalf of the
7 firm;
- 8 d. Allowing partners to violate firm policy and poach associates assigned
9 to Plaintiff;
- 10 e. Actions or inaction which negatively impacted Flores' productivity,
11 revenue generation, income, and bonus compensation;
- 12 f. Interfering with Flores' medical leave by demanding she start her
13 leave later than doctor recommended;
- 14 g. Interfering with Flores' medical leave by demanding she work while
15 on medical leave;
- 16 h. Pressuring Flores to return to work before she had fully recovered
17 from her injuries;
- 18 i. Failing to approve Flores' second medical leave;
- 19 j. Failing to let Flores go on paid medical leave;
- 20 k. Failing to accommodate Flores' medical needs;
- 21 l. Failing to properly engage in the interactive process with Plaintiff on
22 her physical disabilities and related need for accommodations;
- 23 m. Failing to address, investigate, and remedy disparate treatment and
24 retaliation, and creating a hostile work environment;
- 25 n. Generally treating Flores differently than her non-disabled
26 counterparts; and
- 27 o. Ultimately terminating Plaintiff's employment.
- 28

1 136. Defendant could have made a reasonable accommodation when the
2 interactive process should have taken place.

3 137. Plaintiff was harmed.

4 138. Defendants' failure to engage in a good-faith interactive process was a
5 substantial factor in causing Plaintiff harm.

6 139. Economic damages. As a direct and proximate result of Defendants'
7 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
8 damages, including lost wages, benefits, promotional opportunities, medical expenses,
9 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
10 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
11 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
12 interest.

13 140. Non-economic damages. As a direct and legal result of Defendants' conduct,
14 Plaintiff has and will continue to suffer general damages including, but not limited to,
15 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
16 distress, all in an amount to be proven at trial.

17 141. Exemplary and punitive damages. Defendants, by their conduct as set forth
18 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
19 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
20 rights. Defendants occupied a position of trust which gave them power to damage
21 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
22 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
23 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
24 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
25 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
26 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

27 142. As a direct and proximate result of Defendants' conduct, Plaintiff has been
28 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs

of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable statutes.

SEVENTH CAUSE OF ACTION

Retaliation Under FEHA

in Violation of Cal. Gov't Code § 12940(h)

(Against All Defendants and Does 1-10)

143. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth herein.

144. Under the FEHA, it is unlawful for an employer to retaliate against any employee in terms, conditions, or privileges of employment because of activity protected by FEHA. Gov't Code § 12940(h).

145. At all times relevant to this action, Flores was an employee of Akerman.

146. Plaintiff engaged in multiple forms of protected activity by, among other things, reporting discrimination, disparate treatment, and retaliation based on her race as a Latina woman, her gender, and her physical disability, and reporting violations of the Labor Code and other laws, regulations, rules, and policies.

147. Plaintiff was subjected to one or more adverse employment actions, including, but not limited to:

- a. Billing Flores at a below-market hourly rate;
- b. Cutting Flores' hours;
- c. Requiring Flores to work on non-billable work;
- d. Requiring Flores to work on cases that denied her origination credit;
- e. Requiring Flores to provide training, mentorship, and support to associates, but not requiring the same of her male and non-Latino partners;
- f. Subjecting Flores to gender-specific criticism;
- g. Failing to provide Flores with necessary resources, associate, and support staff;
- h. Failing to provide Flores with a media consultant, the same as

provided to other non-Latina and male partners, despite having agreed to do so at firm expense;

i. Refusing to reimburse Flores for expenses incurred on behalf of the firm;

j. Allowing partners to violate firm policy and poach associates assigned to Plaintiff;

k. Actions or inaction which negatively impacted Flores' productivity, revenue generation, income, and bonus compensation;

l. Interfering with Flores' medical leave by demanding she start her leave later than doctor recommended;

m. Interfering with Flores' medical leave by demanding she work while on medical leave;

n. Pressuring Flores to return to work before she had fully recovered from her injuries;

o. Failing to approve a second medical leave;

p. Failing to let Flores go on paid medical leave;

q. Failing to accommodate Flores' medical needs;

r. Failing to properly engage in the interactive process with Plaintiff on her physical disabilities and related need for accommodations;

s. Failing to address, investigate, and remedy disparate treatment, harassment, and retaliation;

t. Generally treating Flores differently than her non-disabled counterparts; and

u. Ultimately terminating Plaintiff's employment.

148. In violation of the FEHA, Akerman retaliated against Plaintiff when she engaged in protected activity, due to her race, gender, and physical disability, and intersectionality of same, and reported violations of the Labor Code and other laws, regulations, rules, and policies .

1 149. Plaintiff's race, gender, physical disability, intersectionality of same, and/or
2 protected activity was a substantial motivating reason for the retaliatory actions of all
3 defendants.

4 150. Plaintiff was harmed by Defendants' actions.

5 151. Defendants' action(s) was a substantial factor in causing Plaintiff harm.

6 152. The acts and conduct of Defendants, as described above, constitute
7 unlawful retaliation in violation of Government Code § 12940(h).

8 153. Economic damages. As a direct and proximate result of Defendants'
9 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
10 damages, including lost wages, benefits, promotional opportunities, medical expenses,
11 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
12 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
13 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
14 interest.

15 154. Non-economic damages. As a direct and legal result of Defendants' conduct,
16 Plaintiff has and will continue to suffer general damages including, but not limited to,
17 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
18 distress, all in an amount to be proven at trial.

19 155. Exemplary and punitive damages. Defendants, by their conduct as set forth
20 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
21 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
22 rights. Defendants occupied a position of trust which gave them power to damage
23 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
24 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
25 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
26 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
27 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
28 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

156. As a direct and proximate result of Defendants' conduct, Plaintiff has been compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable statutes.

EIGHTH CAUSE OF ACTION

**Retaliation for Taking Medical Leave Under the California Family Rights Act
in Violation of Cal. Gov't Code § 12945.2(t)
(Against All Defendants and Does 1-10)**

157. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth herein.

158. Under the CFRA, it is an unlawful employment practice for an employer to retaliate against, interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section. Cal. Gov. Code § 12945.2(t).

159. Akerman was at all times material herein Flores' employer pursuant to Gov. Code § 12926(d) and was therefore barred from retaliating against, interfering with, restraining, or denying the exercise of, or attempt to exercise Flores' rights under CFRA. Additionally, Gordon and Zabloudil were agents, managers of Flores, and members of the Board, and their actions are therefore imputed to Akerman.

160. Flores has a physical disability.

161. Flores was eligible for medical leave under CFRA.

162. Flores took medical leave under the CFRA and also requested the right to take medical leave a second time under the CFRA.

163. Nonetheless, as set forth above, Defendants retaliated against Flores for taking medical leave due to her physical disabilities under the CFRA in violation of Gov. Code § 12945.2(t) by, among other things:

a. Failing to provide Flores with necessary resources, associate, and support staff;

1 b. Failing to provide Flores with a media consultant, the same as
2 provided to other non-Latina and male partners, despite having agreed to do so at firm
3 expense;

4 c. Refusing to reimburse Flores for expenses incurred on behalf of the
5 firm;

6 d. Allowing partners to violate firm policy and poach associates assigned
7 to Plaintiff;

8 e. Actions or inaction which negatively impacted Flores' productivity,
9 revenue generation, income, and bonus compensation;

10 f. Interfering with Flores' medical leave by demanding she start her
11 leave later than doctor recommended;

12 g. Interfering with Flores' medical leave by demanding she work while
13 on medical leave;

14 h. Pressuring Flores to return to work before she had fully recovered
15 from her injuries;

16 i. Failing to approve Flores' second medical leave;

17 j. Failing to let Flores go on paid medical leave;

18 k. Failing to accommodate Flores' medical needs;

19 l. Failing to properly engage in the interactive process with Plaintiff on
20 her physical disabilities and related need for accommodations;

21 m. Failing to address, investigate, and remedy disparate treatment and
22 retaliation, and creating a hostile work environment;

23 n. Generally treating Flores differently than her non-disabled
24 counterparts; and

25 o. Ultimately terminating Plaintiff's employment.

26 164. Plaintiff was harmed by Defendants' actions.

27 165. Defendants' retaliatory conduct was a substantial factor in causing Plaintiff
28 harm.

1 166. Defendants terminated Flores in retaliation for her prior utilization of medical
2 leave and/or CFRA protected medical leave, and stated intended use of medical leave a
3 second time.

4 167. Economic damages. As a direct and proximate result of Defendants'
5 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
6 damages, including lost wages, benefits, promotional opportunities, medical expenses,
7 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
8 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
9 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
10 interest.

11 168. Non-economic damages. As a direct and legal result of Defendants' conduct,
12 Plaintiff has and will continue to suffer general damages including, but not limited to,
13 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
14 distress, all in an amount to be proven at trial.

15 169. Exemplary and punitive damages. Defendants, by their conduct as set forth
16 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
17 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
18 rights. Defendants occupied a position of trust which gave them power to damage
19 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
20 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
21 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
22 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
23 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
24 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

25 170. As a direct and proximate result of Defendants' conduct, Plaintiff has been
26 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
27 of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable
28 statutes.

NINTH CAUSE OF ACTION

**Interference with Right to Medical Leave Under the California Family Rights Act
in Violation of Cal. Gov't Code § 12945.2(t)
(Against All Defendants and Does 1-10)**

171. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth herein.

172. Under CFRA, it is an unlawful employment practice for an employer to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this section. Cal. Gov. Code § 12945.2(t).

173. Akerman was at all times material herein Flores' employer pursuant to Gov. Code § 12926(d) and was therefore barred from interfering with, restraining, or denying the exercise of, or attempt to exercise Flores' rights under CFRA. Additionally, Gordon was an agent, manager of Flores, and member of Akerman's Board of Directors, and his actions are therefore imputed to Akerman.

174. At all times relevant to this action, Flores was an employee of Akerman.

175. Flores has a physical disability.

176. Flores was eligible for CFRA leave due to her disability.

177. Flores provided reasonable notice to Akerman of her need to take CFRA leave, including its expected timing and length.

178. Nonetheless, as set forth above, Defendants interfered with rights afforded to Flores under CFRA in violation of Gov. Code § 12945.2(t) by, among other things:

a. Failing to provide Flores with necessary resources, associate, and support staff;

b. Failing to provide Flores with a media consultant, the same as provided to other non-Latina and male partners, despite having agreed to do so at firm expense;

c. Refusing to reimburse Flores for expenses incurred on behalf of the firm;

- 1 d. Allowing partners to violate firm policy and poach associates assigned
2 to Plaintiff;
- 3 e. Actions or inaction which negatively impacted Flores' productivity,
4 revenue generation, income, and bonus compensation;
- 5 f. Interfering with Flores' medical leave by demanding she start her
6 leave later than doctor recommended;
- 7 g. Interfering with Flores' medical leave by demanding she work while
8 on medical leave;
- 9 h. Pressuring Flores to return to work before she had fully recovered
10 from her injuries;
- 11 i. Failing to approve Flores' second medical leave;
- 12 j. Failing to let Flores go on paid medical leave;
- 13 k. Failing to accommodate Flores' medical needs;
- 14 l. Failing to properly engage in the interactive process with Plaintiff on
15 her physical disabilities and related need for accommodations;
- 16 m. Failing to address, investigate, and remedy disparate treatment and
17 retaliation, and creating a hostile work environment;
- 18 n. Generally treating Flores differently than her non-disabled
19 counterparts; and
- 20 o. Ultimately terminating Plaintiff's employment.

21 179. Plaintiff was harmed by Defendants' actions.

22 180. Defendants' action(s) was a substantial factor in causing Plaintiff harm.

23 181. Defendants failed in their obligation to provide protected medical leave under
24 CFRA to Flores. In addition, Akerman's termination of Flores' employment for pretextual
25 reasons after she stated she needed to go on medical leave a second time due to her
26 physical disabilities served to interfere with her right to take CFRA leave.

1 182. Defendants terminated Flores in retaliation for her prior utilization of medical
2 leave and/or CFRA protected medical leave, and stated intended use of medical leave a
3 second time, all of which constitute interference with Flores' right to CFRA medical leave.

4 183. Economic damages. As a direct and proximate result of Defendants'
5 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
6 damages, including lost wages, benefits, promotional opportunities, medical expenses,
7 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
8 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
9 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
10 interest.

11 184. Non-economic damages. As a direct and legal result of Defendants' conduct,
12 Plaintiff has and will continue to suffer general damages including, but not limited to,
13 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
14 distress, all in an amount to be proven at trial.

15 185. Exemplary and punitive damages. Defendants, by their conduct as set forth
16 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
17 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
18 rights. Defendants occupied a position of trust which gave them power to damage
19 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
20 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
21 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
22 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
23 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
24 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

25 186. As a direct and proximate result of Defendants' conduct, Plaintiff has been
26 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
27 of suit, pursuant to Government Code §§ 12940 and 12965(b) as well as other applicable
28 statutes.

TENTH CAUSE OF ACTION

Failure to Prevent Discrimination, Retaliation, and Harassment

in Violation of Gov't Code § 12940(k)

(Against All Defendants and Does 1-10)

187. Plaintiff incorporates by reference each and every allegation contained in all of the paragraphs above as though fully set forth here.

188. FEHA makes it unlawful for an employer to fail to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring. Gov't Code § 12940(k).

189. At all times relevant to this action, Flores was an employee of Akerman.

190. Flores is a Latina woman with a physical disability.

191. During her employment with Defendants, Plaintiff was subjected to working conditions that violated public policy. Defendants discriminated against and created a hostile work environment for Plaintiff based on her race, gender, and status as a disabled person. As described in further detail above, Defendants further subjected Plaintiff to retaliation, including termination, for complaining about discrimination, retaliation, and a hostile work environment, suffering an on-the-job injury, requesting reasonable accommodations, and engaging in various types of protected conduct.

192. Defendants failed to take all reasonable steps to prevent discrimination, harassment, and retaliation, including conducting a thorough, impartial, good faith investigation and taking timely, appropriate corrective action, among other things.

193. Plaintiff was harmed as a result of Defendants' actions or failures to act.

194. Defendants' failure to take all reasonable steps to prevent harassment, discrimination, and retaliation was a substantial factor in causing Plaintiff harm.

195. Akerman's conduct, as described above, constitutes a failure to take all reasonable steps necessary to prevent discrimination and harassment in violation of Government Code § 12940, subdivision (k). Akerman failed to ensure that Plaintiff would not suffer discrimination and a hostile work environment based on her race, gender, and

1 disability, and retaliation for making complaints, failed to properly investigate or otherwise
2 respond to Plaintiff's complaints of discrimination, harassment, and retaliation, failed to
3 train its management to comply with the requirements of California discrimination laws,
4 and enabled management to continue discriminatory, harassing, and retaliatory conduct
5 against Plaintiff despite her repeated complaints throughout her employment.

6 196. Economic damages. As a direct and proximate result of Defendants'
7 unlawful acts, practices, and omissions, Plaintiff has and will continue to suffer economic
8 damages, including lost wages, benefits, promotional opportunities, medical expenses,
9 and other compensatory damages in an amount subject to proof at trial. Plaintiff claims
10 such amount as damages together with prejudgment interest thereon pursuant to Cal. Civ.
11 Code §§ 3287, 3288, and/or any other applicable provision providing for prejudgment
12 interest.

13 197. Non-economic damages. As a direct and legal result of Defendants' conduct,
14 Plaintiff has and will continue to suffer general damages including, but not limited to,
15 damage to her reputation, pain and suffering, humiliation, embarrassment, and emotional
16 distress, all in an amount to be proven at trial.

17 198. Exemplary and punitive damages. Defendants, by their conduct as set forth
18 above, have engaged in despicable conduct, exposing Plaintiff to cruel and unjust
19 hardship, with the intention to cause injury to Plaintiff, and with conscious disregard of her
20 rights. Defendants occupied a position of trust which gave them power to damage
21 Plaintiff's ability to earn a livelihood. Defendants abused that position of trust by
22 discriminating and retaliating against Plaintiff, creating a hostile work environment, and
23 maliciously, fraudulently, and oppressively discharging Plaintiff's employment, as
24 described in detail above. Defendants' conduct in discriminating, harassing, and retaliating
25 against Plaintiff was willful and oppressive and done in conscious disregard of her rights.
26 Plaintiff is therefore entitled to punitive damages in an amount to be proven at trial.

27 199. As a direct and proximate result of Defendants' conduct, Plaintiff has been
28 compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs

of suit, pursuant to Government Code §§ 12940 and 12965(b), as well as other applicable statutes.

ELEVENTH CAUSE OF ACTION

Declaratory and Injunctive Relief

(Against All Defendants and Does 1-10)

200. Plaintiff incorporates by reference the allegations in the foregoing paragraphs as though fully set forth at length herein.

201. California Government Code § 12920 sets forth the public policy of the State of California that “all persons have the right to seek, obtain, and hold employment, without discrimination or abridgement on account of ... race...gender...and physical disability.”

202. California Government Code § 12920.5 states: “In order to eliminate discrimination, it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons.”

203. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties as it is believed Defendants may allege that their discriminatory actions were based on non-discriminatory, legitimate reason(s) and Plaintiff's race, gender, disability, and protected conduct were not substantial motivating factors for the discriminatory decisions or any factor whatsoever in those decisions. Plaintiff contends that the reasons given by Defendants are a pretext to mask its true reason(s) for its actions—discrimination and retaliation.

204. Pursuant to California Code of Procedure section 1060, Plaintiff desires a judicial determination and declaration that her, race, gender, and disability and/or exercise of her right to protest unlawful activity under FEHA, were a substantial motivating factor in the discriminatory decisions directed against her.

205. A judicial declaration is necessary and appropriate at this time and under the circumstances in order that Plaintiff, on behalf of herself and other employees in the State of California and in conformity with the public policy of the State, obtain a judicial

1 declaration of the wrongdoing of Defendants and to condemn such discriminatory
2 employment policies or practices. (*Harris v. City of Santa Monica* (2013) 56 Cal.4th 203.)

3 206. A judicial declaration is necessary and appropriate at this time such that
4 Defendants may also be aware of its obligations under the law to not engage in
5 discriminatory practices and violate the law. The acts and omissions of the Defendants
6 have caused and will continue to cause irreparable harm to Plaintiff and to current
7 employees unless the complained-of conduct is enjoined. There is no immediate,
8 adequate, or speedy remedy at law to redress the continuing retaliatory policies and
9 practices of Defendant, and, therefore, Plaintiff seeks affirmative and injunctive relief as
10 follows:

11 a. For an injunction restraining Defendants from continuing or
12 maintaining any policy, practice, custom or usage which is discriminatory or retaliatory in
13 nature against any employee exercising her rights under the FEHA;

14 b. For an injunction restraining Defendants, along with its supervising
15 employees, agents and all those subject to its control or acting in concert with it from
16 causing, encouraging, condoning, or permitting the practice of discrimination, retaliation,
17 and willful violations of the FEHA;

18 c. For affirmative relief requiring Defendants to conduct training of and
19 with all employees to "sensitize" them to the harmful nature of retaliating against an
20 employee exercising her rights under FEHA. The proposed plan of education and training
21 should also include training, detection, correction, and prevention of such discriminatory
22 and retaliatory practices;

23 d. For affirmative relief requiring Defendants to notify all employees and
24 supervisors, through individual letters and permanent postings in prominent locations in
25 all offices that discrimination and retaliation violates the FEHA and the consequences of
26 said violation;

27 e. For affirmative relief requiring Defendants to develop clear and
28 effective policies and procedures for employees requesting a reasonable accommodation

1 so they may have their requests promptly and thoroughly investigated and procedures for
2 interactive processes;

3 f. For affirmative relief requiring Defendants to develop clear and
4 effective policies and procedures for employees complaining of discrimination, retaliation
5 or violations of the FEHA so they may have their complaints promptly and thoroughly
6 investigated (by a neutral fact finder) and processes for hearing, adjudication and appeal
7 of the complaints; and,

8 g. For affirmative relief requiring Defendants to develop appropriate
9 sanctions or disciplinary measures for supervisors or other employees who are found to
10 have committed discriminatory or retaliatory acts, including warnings to the offending
11 person and notations in that person's employment record for reference in the event future
12 complaints are directed against that person, and dismissal where other measures fail.

13 207. California Government Code section 12965, subdivision (b) provides that an
14 aggrieved party, such as Plaintiff, may be awarded reasonable attorney's fees and costs.
15 "In civil actions brought under this section, the court, in its discretion, may award to the
16 prevailing party...reasonable attorney's fees and costs, including expert witness fees."
17 Such fees and costs expended by an aggrieved party may be awarded for the purpose of
18 redressing, preventing, or deterring discrimination. Plaintiff seeks these fees and costs.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for relief as follows:

21 1. For an order enjoining Defendants from engaging in the unlawful policies
22 and practices alleged herein, and such other injunctive relief as may be appropriate
23 (including but not limited to reinstatement);

24 2. For economic damages, including but not limited to past and future medical
25 expenses, lost wages and benefits, front pay, and other economic losses, in an amount
26 to be proven at trial;

3. For non-economic damages to compensate Plaintiff for emotional distress, pain and suffering, damage to reputation, and other noneconomic harms, in an amount to be proven at trial:

4. For punitive damages as to Defendants for violations of California Fair Employment & Housing Act ("FEHA"), Cal. Gov't Code §§ 12940, *et. seq.*, the California Family Rights Act ("CFRA"), Cal. Gov't Code § 12945.2, *et. seq.*, and Civil Code § 3294;

5. For a declaration that the policies, practices, actions, and failures to act complained of herein are unlawful;

6. For reasonable attorneys' fees and costs:

7. For pre- and post-judgment interest as provided by law;

8. For such other and further relief as the Court deems is just and proper; and

9. Any other relief as allowed by law.

ALEXANDER MORRISON + FEHR LLP

By: *J. Bernard Alexander, III*

J. Bernard Alexander, III
Dana R. Cohn
Attorneys for Plaintiff
MICHELLE FLORES

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which she has a right to jury trial.

ALEXANDER MORRISON + FEHR LLP

By: J. Bernard Alexander, III

J. Bernard Alexander, III
Dana R. Cohn
Attorneys for Plaintiff
MICHELLE FLORES

UNFILED

EXHIBIT 1

**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER**

202207-17608315

EEOC NUMBER**COMPLAINANT**

Michelle Lee Flores

ADDRESS8033 W. Sunset Blvd., #138
Hollywood, CA 90046**PHONE**

(323) 459-1207

TYPE OF DISCRIMINATION AND LAW

Government Code 12940

NAMED IS THE EMPLOYER, PERSON, AGENCY, ORGANIZATION OR GOVERNMENT ENTITY WHO DISCRIMINATED AGAINST ME

RESPONDENT(S)

Akerman LLP

ADDRESS601 West 5th Street, Suite 300
Los Angeles, CA 90071**PHONE**

(305) 374-5600

AGENT FOR SERVICEMichael R Weiss, Agent of Service for
Akerman LLP**ADDRESS**601 West 5th Street, Suite 300
Los Angeles, CA 90071**PHONE****NO. OF EMPLOYEES**

501 or more

**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER****EEOC NUMBER**

202207-17608315

- Allegation 1 -**I ALLEGE THAT I EXPERIENCED**

Discrimination

ON OR BEFORE

July 18, 2019

BECAUSE OF MY ACTUAL OR PERCEIVED

Ancestry; Sex/Gender; National origin (includes language restrictions); 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)

AS A RESULT, I WAS SUBJECTED TO

Denied any employment benefit or privilege

PARTICULARS

I believe I was denied employment, particularly I was terminated, and further denied advance notice of my termination because of my sex/gender (female), race/national origin/ancestry (Latina) and disability. In or around June 2019, I used disability-related leave for my disability. Upon my return to work in late June 2019, I informed Sue Zabloudil, Managing Partner of the LA Office, that I will be using additional leave to care for my disability. In or around July 18, 2019, I was terminated by Eric A. Gordon on behalf of Akerman, including its Chairman and CEO Scott A. Meyers, and Sue Zabloudil, and Greg Taylor were also present during this termination meeting, and was also not provided at least 60 to 90 day advance notice. I am aware of male non-disabled employees who were given at least 60 to 90 day notice of their termination which allowed them the opportunity to find new employment and transfer their clients.

- Allegation 2 -**I ALLEGE THAT I EXPERIENCED**

Retaliation

ON OR BEFORE

July 18, 2019

BECAUSE OF MY ACTUAL OR PERCEIVED

Requested or used Family Care and Medical Leave (CFRA) related to serious health condition of employee or family member, child bonding, or military exigencies

AS A RESULT, I WAS SUBJECTED TO

Terminated

PARTICULARS

In or around July 18, 2019, I believe I was terminated in retaliation for using disability-related leave under CFRA/FMLA. In or around June 2019, I used disability-related leave under FMLA/CFRA due to my disability for approximately two weeks. Upon my return to work in late June 2019, I informed Sue Zabloudil, Managing Partner of the LA Office, that I will be using additional leave to care for my disability. In or around July 18, 2019, I was terminated by Eric A. Gordon on behalf of Akerman, including its Chairman and CEO Scott A. Meyers, and Sue Zabloudil, and Greg Taylor were also present during the termination meeting, and was also not provided at least 60 to 90 day advance notice. I believe the timing evidence demonstrates that soon after I returned from disability-related leave and after informing Sue that I will be needing additional time for my disability, I was terminated in retaliation for partaking in activities protected by the Fair Employment and Housing Act.

- Allegation 3 -

**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER****EEOC NUMBER**

202207-17608315

I ALLEGE THAT I EXPERIENCED

Retaliation

ON OR BEFORE

July 18, 2019

BECAUSE OF MY ACTUAL OR PERCEIVED

Requested or used Family Care and Medical Leave (CFRA) related to serious health condition of employee or family member, child bonding, or military exigencies

AS A RESULT, I WAS SUBJECTED TO

Denied any employment benefit or privilege

PARTICULARS

I believe I was denied employment (i.e., I was terminated), denied advance notice of my termination and denied reimbursement of business expenses in retaliation for using disability-related leave under CFRA/FMLA. In or around June 2019, I used disability-related leave for my disability. Upon my return to work in late June 2019, I informed Sue Zabloudil, Managing Partner of the LA Office, that I will be using additional leave to care for my disability. In or around July 18, 2019, I was called into a meeting to discuss my reimbursement for business expenses. However, during this meeting I was terminated by Eric A. Gordon on behalf of Akerman, including its Chairman and CEO Scott A. Meyers, and Sue Zabloudil, and Greg Taylor were also present during the termination meeting, and was also not provided at least 60 to 90 day advance notice.

- Allegation 4 -**I ALLEGE THAT I EXPERIENCED**

Discrimination

ON OR BEFORE

July 18, 2019

BECAUSE OF MY ACTUAL OR PERCEIVED

Ancestry; Sex/Gender; National origin (includes language restrictions); Disability (physical, intellectual/developmental, mental health/psychiatric); Race (includes hairstyle and hair texture)

AS A RESULT, I WAS SUBJECTED TO

Terminated

PARTICULARS

I believe I was denied employment, particularly I was terminated, and further denied advance notice of my termination because of my sex/gender (female), race/national origin/ancestry (Latina) and disability. In or around June 2019, I used disability-related leave for my disability. Upon my return to work in late June 2019, I informed Sue Zabloudil, Managing Partner of the LA Office, that I will be using additional leave to care for my disability. In or around July 18, 2019, I was terminated by Eric A. Gordon on behalf of Akerman, including its Chairman and CEO Scott A. Meyers, and Sue Zabloudil, and Greg Taylor were also present during this termination meeting, and was also not provided at least 60 to 90 day advance notice. I am aware of male non-disabled employees who were given at least 60 to 90 day notice of their termination which allowed them the opportunity to find new employment and transfer their clients.

**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER****EEOC NUMBER**

202207-17608315

SIGNED UNDER PENALTY OF PERJURY

By submitting this complaint I am declaring under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge, except as to matters stated on my information and belief, and as to those matters I believe them to be true.

SIGNATURE OF COMPLAINANT OR COMPLAINANT'S LEGAL REPRESENTATIVE:**DATE:**
Printable Complaint Form (JUL 9, 2023 10:00 AM)

Jul 9, 2023

UNFILED

EXHIBIT 2

**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

September 30, 2024

Via Email: michelleeflores@yahoo.com

Michelle Lee Flores
8033 W. Sunset Blvd., #138
Hollywood, CA 90046

RE: **Notice of Case Closure and Right to Sue**
Case Number: 202207-17608315
Case Name: Flores / Akerman LLP
County of Violation: Los Angeles

Dear Michelle Lee Flores:

The Civil Rights Department (CRD) has closed your case for the following reason: **Insufficient Evidence**. The CRD makes no determination about whether further investigation would establish violations of the Fair Employment and Housing Act (FEHA) or other laws. This decision does not mean the alleged claims have no merit or that the respondent is in compliance with the law. No finding is made as to any other issues that might be construed as having been raised by this complaint.

This is your Right to Sue notice. As specified in Government Code section 12965, subdivision (b), you may file your own civil action asserting employment claims under the FEHA within one year of the date of this letter. If you want to file a civil action that includes other claims, you should consult an attorney about the applicable statutes of limitation. The intake form for this case was submitted to CRD on July 15, 2022.

Your complaint **is not dual filed** with the United States Equal Employment Opportunity Commission (EEOC). To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this letter or within 300 days of the alleged discriminatory act, whichever is earlier.

You have the right to appeal the decision to close your case. This request must be made within ten (10) days of receiving this letter. Your appeal must include: 1) a summary as to why you disagree with the case closure; and/or 2) any new detailed information (e.g., documents, records, witness information) that supports your claim. If you appeal, the information you provide will be carefully considered. You may appeal this decision by:

- Email. Send your request to appeals@calcivilrights.ca.gov and make reference to the case #: 202207-17608315.
- Mail. Send your request to: CRD, Appeals Unit, 651 Bannan Street, Suite 200, Sacramento, CA 95811. Include a copy of this letter and make reference to the case #: 202207-17608315.

- Phone. Call us at 1-800-884-1684 (voice), 1-800-700-2320 (TTY), or by using California's Relay Service at 711.

Although the CRD has closed this case, the allegations and conduct at issue may be in violation of the law. You should consult an attorney as soon as possible regarding any other options and/or recourse you may have regarding the underlying acts or conduct.

Below are some resources to assist you in deciding whether to bring a civil action on your own behalf in court in the State of California under the provisions of the FEHA against the person, employer, labor organization or employment agency named in your complaint. To proceed in Superior Court, you should contact an attorney.

- The State Bar of California has a Lawyer Referral Services Program which can be accessed through its website at www.calbar.ca.gov under the "Public" link, or by calling 866-442-2529 (within California) or 415-538-2250 (outside California).
- Your local city or county may also have a lawyer referral or legal aid service.
- The Department of Consumer Affairs (DCA) has a publication titled "The Small Claims Court: A Guide to Its Practical Use" online at www.dca.ca.gov/publications/small_claims. You may also order a free copy by calling the DCA Publication Hotline at 866-320-8652, or by writing to them at: DCA, Office of Publications, Design and Editing, 1625 North Market Blvd., Suite N-112, Sacramento, CA 95834.

Sincerely,

Stephanie Centeno

Stephanie Centeno
Associate Governmental Program Analyst
559-337-5272
stephanie.centeno@calcivilrights.ca.gov

Cc: Akerman LLP
c/o John Roache and Debra Leder
Via Email: john.roache@akerman.com and debra.leder@akerman.com