

JUSTICE OJO (CA SBN #321723)
LAW OFFICES OF JUSTICE OJO
1999 Harrison St. Ste. 1800
Oakland, CA 94612
Tel: 510-496-4592
Fax: 510-496-4601
Justice.ojo@justiceojolaw.com

Attorney for PLAINTIFFS
LISA SHELLEY &
JENNIFER VASQUEZ

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Superior Court of California,
County of San Francisco
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CGC-26-640316

**LISA SHELLEY & JENNIFER
VASQUEZ**

Plaintiffs,

v.

**GOLDEN STATE WARRIORS, LLC;
and DOES 1 through 10, inclusive**

Defendants.

Case No.

COMPLAINT

1. SEX, GENDER, AND AGE
DISCRIMINATION IN VIOLATION OF
FEHA (Gov. Code § 12940(a))
2. SEX, GENDER, AND AGE
HARASSMENT (HOSTILE WORK
ENVIRONMENT) IN VIOLATION OF
FEHA (Gov. Code § 12940(j))
3. RETALIATION IN VIOLATION OF
FEHA (Gov. Code § 12940(h))
4. FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT,
AND RETALIATION IN VIOLATION OF
FEHA (Gov. Code § 12940(k))
5. RETALIATION IN VIOLATION OF THE
LABOR CODE (Lab. Code § 1102.5)
6. DEFAMATION

**JURY TRIAL DEMANDED
UNLIMITED CIVIL CASE**

PLAINTIFFS LISA SHELLEY and JENNIFER VASQUEZ complain and allege against
DEFENDANT GOLDEN STATE WARRIORS, LLC and DOES 1-10, as follows:

1 **PARTIES**

2 1. Plaintiff LISA SHELLEY, professionally known as LISA MEYER, (“Plaintiff
3 Shelley”) is currently a resident of El Dorado County, State of California; she is a Caucasian
4 woman over 40 years of age and former employee of Defendant GOLDEN STATE
5 WARRIORS, LLC (“GSW” or “Defendant”).

6 2. Plaintiff JENNIFER VASQUEZ (“Plaintiff Vasquez”) is currently a resident of Los
7 Angeles County, State of California; she is a Latina woman over 40 years of age and is a former
8 employee of Defendant GOLDEN STATE WARRIORS, LLC.

9 3. Upon information and belief, Defendant Golden State Warriors, LLC is a California
10 limited liability company that owns and operates the Golden State Warriors NBA franchise and
11 through related business units owns and operates, Chase Center in San Francisco, California,
12 Kaiser Permanente Arena in Santa Cruz, California, Sephora Performance Center in Oakland,
13 California, the Women’s National Basketball Association (“WNBA”) franchise Golden State
14 Valkyries, and NBA G-League Franchise Santa Cruz Warriors. Collectively, Defendant GSW is
15 a private organization with its principal office located and registered at 1 Warriors Way, San
16 Francisco, CA 94158 and they provide marketing and fan services for the Golden State
17 Warriors, Golden State Valkyries, Santa Cruz Warriors as well as the Chase Center, Kaiser
18 Permanente Arena, and Sephora Performance Center which, are owned through a common
19 ownership group Golden State Group LLC a Delaware Limited Liability Company.

20 4. Plaintiff Shelley held many positions with GSW, including Associate General
21 Counsel and Director of Business & Legal Affairs and Risk Management.

22 5. Plaintiff Vasquez held the position of Vice President of Diversity, Equity &
23 Inclusion, (“DEI”), with Defendant.

24 6. Each of the DOES 1 through 10, inclusive, is so named because Plaintiffs do not
25 know the true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive,
26 and therefore sue these Defendants by such fictitious names. Plaintiffs are informed and believe,
27 and thereon allege, that each Defendant sued under such fictitious name is in some manner
28 responsible for the wrongs and the damages as alleged below, and in so acting, was functioning

1 as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and or
2 principal of the co-Defendants, and in performing the acts mentioned below was acting, at least
3 in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint
4 venture, employee, alter-ego, managing agent, and or principal with the permission and consent
5 of the co-Defendants. Plaintiffs will amend the Complaint to allege the true names and
6 capacities when the same are ascertained.

7 7. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants
8 sued herein was, at all times relevant hereto, the employer, owner, shareholder, officer,
9 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
10 agent, joint-employer and or alter-ego of the remaining Defendants, and was acting, at least in
11 part, within the course and scope of such employment and agency, with the express and implied
12 permission, consent and knowledge, approval and/or ratification of the other Defendants. The
13 above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted,
14 approved, authorized and/or ratified the unlawful acts described herein.

15 8. The true names and capacities of defendants sued herein as DOES 1-10, inclusive,
16 are unknown to Plaintiffs at this time, who therefore sue said defendants by such fictitious
17 names. Plaintiffs will seek leave to amend this complaint to allege their true names and
18 capacities when the same have been ascertained. Plaintiffs are informed and believe, and based
19 thereon alleges, that each of the defendants designated as a Doe is responsible in some manner
20 for the events alleged herein and the damage caused thereby.

21 9. As a direct and proximate result of Defendants' unlawful acts, Plaintiffs have
22 suffered and continue to suffer from lost earnings and benefits, out-of-pocket losses, and other
23 damages in amounts to be established at trial.

24 **JURISDICTION AND VENUE**

25 10. Plaintiffs reassert and incorporate by reference all preceding paragraphs as if fully
26 set forth here.

1 11. Jurisdiction and venue are proper in this Court because Defendant, Golden State
2 Warriors, LLC, is a private employer in the City and County of San Francisco, located in San
3 Francisco, CA.

4 12. The employment relationship between the parties arose, occurred, and was
5 performed in San Francisco, California. On information and belief, the documents and records
6 relevant to the unlawful employment practices herein are, upon information and belief, located,
7 stored, and maintained in San Francisco, California.

8 13. Jurisdiction and venue are proper in this Court because Defendant Golden State
9 Warriors, LLC employed Plaintiffs in the City and County of San Francisco, California and
10 pursuant to Gov. Code §12965(b), the employment relationship between the parties arose,
11 occurred, and was performed in San Francisco County, California.

12 14. Venue is proper in this Court pursuant to California Code of Civil Procedure §395.5
13 as the claims at issue herein arose in San Francisco, CA.

14 15. Jurisdiction of this Court is also invoked pursuant to the FEHA, California Government
15 Code, §§12900-12996. Specifically, §12965(b) provides in pertinent part that after receiving a
16 right to sue letter from the Department of Fair Employment and Housing (aka California Civil
17 Rights Department, “CRD”), an aggrieved individual may file a civil lawsuit “against the person,
18 employer, labor organization or employment agency named in the verified complaint within one
19 year from the date of that notice.” Section 12965(b) continues: “The superior courts of the State
20 of California shall have jurisdiction of those actions, and the aggrieved person may file in these
21 courts.”

22 16. Plaintiffs have fulfilled all of the conditions precedent to the institution of this action
23 under Govt. Code §§12960, 12965.

24 17. Defendants DOES 1-10 are individuals and entities that, upon information and
25 belief, reside in and or conducted the material transactions, unlawful acts, unlawful employment
26 practices and statutory violations at issue herein in San Francisco, California.

27 18. This action seeks damages in excess of \$35,000, and the action is not of otherwise
28 limited jurisdiction.

1
2 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

3 **FEHA Claim Exhaustion:**

4 19. Plaintiffs reassert and incorporate by reference all preceding paragraphs as if fully
5 set forth here.

6 20. On August 25, 2026, Plaintiffs made a timely written Complaint against GSW for
7 FEHA violations with the California Civil Rights Department (“CRD”) – CRD Matter Nos.
8 202608-36898725 and 202608-36898825 the same day, the CRD issued Plaintiffs a “Right to
9 Sue” notice relating to her FEHA claims. (A true and correct copy of said Complaint and Right
10 to Sue Notice is attached and incorporated here as **Exhibit A** and **Exhibit B**.)

11 21. This lawsuit is timely initiated within one year of the CRD’s issuance of its August
12 25, 2026, Right to Sue notice.

13 **FACTUAL ALLEGATIONS**

14 22. Plaintiffs reassert and incorporate by reference all preceding paragraphs as if fully
15 set forth herein.

16 23. Plaintiffs are inextricably connected as former professional-level employees of GSW
17 whose experiences converged in 2025 when both became involved in complaints concerning
18 workplace practices and fallout from an NBA-wide employee survey that reflected significant
19 dissatisfaction within the Legal, Finance and People Operations at GSW.

20 24. Plaintiff Vasquez served as Vice President of Diversity Equity & Inclusion, and
21 Plaintiff Shelley served as Associate General Counsel and Director of Business & Legal
22 Affairs and Risk Management. Plaintiffs were drawn to the GSW, in part, because San
23 Francisco is one of the most culturally diverse cities in the country, and a national bastion for
24 human rights. The culturally responsible, family-oriented environment that Plaintiffs Vasquez
25 and Shelley expected when they joined GSW was far from what they endured.

26 25. Instead, Plaintiffs encountered a workplace marked by discrimination, hostility, and
27 retaliation. Although they held senior positions in different departments, their experiences
28 became intertwined when each raised concerns about GSW practices they reasonably believed

1 were unlawful and sought to hold GSW accountable to its own policies and procedures. Their
2 concerns converged in 2025, following a league-wide employee satisfaction survey
3 administered by the National Basketball Association (“NBA”). GSW's survey results reflected
4 significant employee dissatisfaction within the People Operations and Legal departments, the
5 very departments in which Plaintiffs worked.

6 26. Rather than addressing the concerns reflected in the survey, GSW leadership sought
7 to identify employees who had provided critical responses, setting in motion the events that
8 ultimately connected Plaintiffs' complaints and the retaliation alleged herein.

9 **LISA SHELLEY**

10 27. In 2021, Plaintiff Shelley accepted a position with Defendant ("GSW" or
11 "Defendant") as Associate General Counsel, relocating from New Jersey to California. Plaintiff
12 Shelley was hired to help rebuild a depleted legal department and reported directly to David
13 Kelly ("Kelly"), GSW's then-Chief Legal Officer.

14 28. Plaintiff Shelley brought substantial legal experience to the role, including significant
15 experience in sports and entertainment law.

16 29. Shortly after Plaintiff Shelley joined GSW, Zade Shakir ("Shakir") and Nikhil Gupta
17 ("Gupta") were hired into Associate General Counsel roles.

18 30. Following an abrupt resignation in GSW's Finance Department, Chief Financial
19 Officer Josh Proctor ("Proctor") directed Plaintiff Shelley to assume substantial additional
20 duties related to arena operations, including concerts, private events, and special events.
21 Plaintiff Shelley was told she would be compensated for this expanded workload; GSW did not
22 compensate her accordingly.

23 31. Over an eleven-month period, Plaintiff Shelley worked thirty-three concerts and
24 events in a settlement capacity, in addition to her existing legal duties, with each settlement
25 requiring approximately fifteen to twenty hours. During peak season, this included weeks with
26 up to four consecutive events, layered on top of her existing 40–50-hour legal workload and
27 Risk Management duties.

1 32. At the time Plaintiff Shelley joined GSW, its Controller position was vacant and its
2 finance team understaffed. As a result, Plaintiff Shelley assumed substantial settlement
3 responsibilities outside the scope of her job description and personally trained GSW's newly
4 hired Revenue Accounting Manager, Barry Perry ("Perry"), on arena operations and settlement
5 work.

6 33. Perry proposed additional annual compensation for Plaintiff Shelley in recognition of
7 her expanded responsibilities. Following Perry's resignation, GSW paid Plaintiff Shelley only a
8 fraction of what was proposed. Management vetoed a proposal to formalize Plaintiff Shelley's
9 hybrid role on a permanent basis. Plaintiff Shelley continued performing settlement work
10 through August 2022.

11 34. GSW's Chase Center venue lacked adequate risk-management leadership and
12 infrastructure to respond to serious incidents. Following multiple incidents involving guest and
13 employee injuries, OSHA investigations, and litigation, Plaintiff Shelley repeatedly urged GSW
14 to hire a dedicated Risk Manager, while simultaneously performing her legal duties, building
15 GSW's Risk Management Department, and managing arena settlements.

16 35. In her arena-operations capacity, Plaintiff Shelley identified deficiencies in GSW's
17 safety practices, and organized incident-review meetings among Safety, Security, Surveillance,
18 Guest Experience, and Finance personnel to improve GSW's handling of incidents and claims.

19 36. GSW ultimately created a Risk Manager position reporting to Plaintiff Shelley.
20 Plaintiff Shelley drafted the job description, hired Alex Dervieux ("Dervieux"), and continued
21 to handle GSW's March 2022 insurance renewal and pending claims until Dervieux started on
22 May 9, 2022. Although she effectively built GSW's Risk Management function from the ground
23 up, she received only minimal compensation during the next annual promotion cycle.

24 37. Donna Daniels ("Daniels") began as Chase Center's General Manager nearly a year
25 after her predecessor's departure. After Plaintiff Shelley briefed Daniels on the safety concerns
26 she had identified, Daniels asked whether Plaintiff Shelley wished to oversee Safety in addition
27 to Risk Management. Plaintiff Shelley expressed concern that taking on additional
28

1 responsibility as she had done previously would result in increased responsibility without
2 compensation.

3 38. When the promotion cycle arrived, Plaintiff Shelley was passed over and did not
4 receive a settlement bonus in the amount discussed. Kelly informed Plaintiff Shelley that
5 another employee needed to be promoted first and that GSW required at least two years of
6 tenure for promotion eligibility, a requirement that contradicted GSW's earlier representations to
7 Plaintiff Shelley.

8 39. When Plaintiff Shelley questioned Kelly, he stated he would provide a small raise
9 while deferring her promotion until she assumed oversight of the Safety department. That
10 proposal was subsequently withdrawn, and Plaintiff Shelley's promotion did not proceed.
11 Plaintiff Shelley was told that GSW Senior Vice President Brandon Schneider ("Schneider")
12 denied her off-cycle promotion on the ground that she was already performing the job.

13 40. During the following year's promotion cycle, Plaintiff Shelley was again passed over,
14 while Shakir, a younger male with less experience than any other member of the legal team was
15 promoted to Senior Director of Business and Legal Affairs. When Plaintiff Shelley raised the
16 disparity with Kelly, he denied ever making promotion promises to her and stated she had
17 received all she would receive.

18 41. Kelly attributed Plaintiff Shelley's lack of promotion in part to her contentious
19 relationship with Brian Herbert, VP of Security, Surveillance, and Safety ("Herbert"). GSW's
20 promotion process requires each candidate's photograph to be displayed to the Senior
21 Leadership Team ("SLT") during a closed-session vote, and employees have been denied
22 promotion based on subjective criteria such as "likability" or "fit", which often translates to
23 physical appearance and how they fit into the GSW aesthetic. When Plaintiff Shelley confronted
24 Herbert regarding Shakir's promotion, Herbert stated that Shakir was well-liked because he
25 brought baked goods to the office, and Kelly stated he could not risk his sole promotion
26 nomination on Plaintiff Shelley for fear Herbert would object.

27 42. Plaintiff Shelley was aware throughout her employment that female employees'
28 bodies, weight, clothing, attractiveness, and appearance were routinely scrutinized and

1 discussed at GSW. Female employees reported such conduct directly to Plaintiff Shelley. On
2 one occasion, a female employee reported that a manager in GSW's Sales Department
3 commented that she was able to sell because "sex sells," referring to the employee's attire;
4 although the employee had already reported the conduct, no corrective action was taken.
5 Plaintiff Shelley was also aware that Vanessa Gonzalez was criticized as lacking "executive
6 presence" in connection with her weight and physical appearance. Plaintiff Shelley further
7 observed and became aware of disparate scrutiny of female employees' clothing based on body
8 type, including criticism of Natalie Estilo for wearing tops considered inappropriate for her
9 body size while similar attire worn by thinner female employees, including Rachel Castellano,
10 was permitted notwithstanding GSW's dress-code standards. Against this backdrop, Plaintiff
11 Shelley became self-conscious about her own appearance, particularly her weight, and was
12 conscious of how she looked and dressed when attending SLT meetings and retreats.

13 43. That same year, GSW's three-person Parking Department secured two promotions
14 and approval for an additional staff member. When Plaintiff Shelley inquired how a smaller
15 department achieved this result, she was told to repair her relationship with Herbert.

16 44. When a temporary vacancy arose in Basketball Operations, Plaintiff Shelley
17 expressed interest in the position. Despite having nearly two years of relevant experience as a
18 Basketball Operations Intern with former WNBA team, the Miami Sol, GSW instead awarded
19 the role to Shakir. GSW similarly assigned Shakir responsibilities related to the new WNBA
20 franchise, the Valkyries, notwithstanding Plaintiff Shelley's request for those responsibilities
21 and her prior experience with a WNBA franchise.

22 45. When Plaintiff Shelley later sought to promote Dervieux to Senior Manager of Risk
23 Management, GSW's Sr. Director of Talent Acquisition, Sergio Martinez ("Martinez"), imposed
24 a five-year experience requirement purportedly consistent with GSW's standards. Shakir, by
25 contrast, had been promoted to Director and then Senior Director with only five years of post-
26 law-school experience, demonstrating that GSW applied experience requirements inconsistently
27 and to Plaintiff Shelley's and Dervieux's detriment.

1 46. During this period, several employees with less tenure than Plaintiff Shelley received
2 off-cycle promotions, while Plaintiff Shelley was told such promotions were unavailable to her.
3 Plaintiff Shelley later learned that Gupta and Shakir, male colleagues with less experience, were
4 paid more than she despite starting at the same title around the same time.

5 47. GSW denied Plaintiff Shelley membership on its Leadership Team despite her
6 holding the title of Director of Business & Legal Affairs and Risk Management and being the
7 only legal-team member with a direct report, offering shifting and inconsistent justifications for
8 her exclusion. Plaintiff Shelley repeatedly warned senior leadership that inconsistent application
9 of vague standards to employees in protected classes created legal risk, her concerns were
10 disregarded.

11 48. For example, Alison Wright, a white woman, was hired as Director of Guest
12 Experience at an annual salary range of approximately \$135,000–\$145,000 and later promoted
13 to Senior Director. When Wright sought to hire an African American woman, Kara Adams, to
14 backfill her former position, GSW refused to authorize a comparable salary range and limited
15 Adams's compensation to \$125,000.

16 49. Upon learning that Safety might be placed under Plaintiff Shelley's purview, Herbert
17 became hostile and thereafter discontinued the incident-review meetings Plaintiff Shelley had
18 established, requiring Plaintiff Shelley and Dervieux to reconstruct incident facts through
19 fragmented communications and delaying GSW's claims-review process. Herbert was hostile to
20 Plaintiff Shelley during a vendor interview and, when confronted, refused to discuss his
21 conduct. Kelly failed to timely address Plaintiff Shelley's report of this conduct.

22 50. Under Herbert's management, GSW's Safety function remained disorganized and
23 unsupported, the employee responsible for Safety, and later his successor, each independently
24 requested to report to Plaintiff Shelley instead due to Herbert's lack of support. Plaintiff Shelley
25 and Dervieux nonetheless led significant safety initiatives, including sexual-abuse-and-
26 molestation prevention and driver-safety programs.

The 2025 NBA League-Wide Survey and Retaliation

51. Kelly announced his resignation in January 2025, and Shakir became acting head of Legal. In connection with a league-wide employee-engagement survey presented to employees as anonymous, GSW's Legal, Finance, Accounting, and People Operations departments scored poorly, including with respect to confidence in senior leadership. Senior Vice President of People and Culture Erin Dangerfield ("Dangerfield") thereafter sought to identify and personally questioned employees who had submitted critical responses, notwithstanding the survey's purported anonymity.

52. In her risk management capacity, Plaintiff Shelley became aware that Dangerfield questioned Plaintiff Vasquez regarding her survey responses. Because Plaintiff Vasquez's account corroborated concerns separately raised by another employee, Plaintiff Shelley believed GSW should conduct an independent investigation into Dangerfield's conduct while protecting the identities of employees who feared retaliation.

53. Plaintiff Shelley reported Dangerfield's conduct confidentially to Shakir, then interim General Counsel, and recommended a fully independent investigator with limited disclosure of witness identities. Shakir instead demanded the witnesses' names, compelling Plaintiff Shelley to disclose them.

54. Shakir subsequently questioned the affected witnesses directly regarding the source of their complaints and reported the matter to Schneider, who authorized an investigation. Over Plaintiff Shelley's objection, Shakir retained a firm with a pre-existing litigation relationship with GSW. When Plaintiff Shelley declined to endorse that process, GSW excluded her from the investigation, which ultimately found no wrongdoing by Dangerfield notwithstanding similar complaints reportedly dating to 2021. GSW refused Plaintiff Shelley's requests for remedial measures.

55. Separately, after Plaintiff Shelley raised concerns during a legal-team meeting regarding delays in medical accommodations, and after she subsequently experienced a private medical incident, her confidential medical information was disclosed to Dangerfield without

1 authorization. Dangerfield later made comments to Plaintiff Shelley suggesting awareness of,
2 and hostility toward, the cost of her medical treatment to GSW's insurance plan. Plaintiff
3 Shelley has since been diagnosed with a stress-aggravated medical condition that worsened
4 during her final year of employment.

5 **General Counsel Search**

6
7 56. When GSW opened its search for a new General Counsel, Plaintiff Shelley, Shakir,
8 and Marianne McCarthy applied. Both Plaintiff Shelley and McCarthy possessed materially
9 more relevant experience than Shakir, who nonetheless advanced in the process despite failing
10 to satisfy GSW's stated experience requirements. An external recruiter subsequently informed
11 Plaintiff Shelley that she had been the most qualified internal candidate. Schneider's stated
12 justifications for advancing Shakir instead were internally inconsistent and contradicted by the
13 recruiter's own assessment.

14 57. Late 2025, Shakir and Teresa Virgen-Torres terminated Prateek Saini after she
15 objected to reporting to a supervisor previously accused of harassment. Saini was the first
16 employee terminated in furtherance of what Plaintiff Shelley alleges was a retaliatory plan
17 targeting employees who had raised concerns following the 2025 survey.

18 58. Around the same time, Schneider and Shakir informed Plaintiff Shelley that Legal
19 Department promotions would be deferred until a new Chief Legal Officer began. Days later,
20 GSW nonetheless promoted Shakir to VP, Deputy General Counsel, after only one year in his
21 prior role, notwithstanding GSW's stated tenure and experience requirements for VP positions.
22 Dervieux resigned in November 2025, citing GSW's work environment.

23 59. GSW hired Dixon as Chief Legal Officer in or around September 2025. Dixon
24 regularly engaged with Shakir while marginalizing Plaintiff Shelley, delaying mandatory one on
25 one meetings with her for more than seven weeks. During Plaintiff Shelley's annual
26 performance review, Schneider acknowledged her strong performance but characterized her
27 concerns regarding the Dangerfield investigation as "gossip."
28

1 **Termination**

2 60. Plaintiff Shelley's accomplishments at GSW included securing a corporate
3 partnership worth more than \$4 million, leading an insurance-broker bid that produced an 11%
4 first-year premium reduction and additional savings the following year, Employee of the Month
5 recognition, and a significant reduction in insurance claims and related litigation.

6 61. In late 2025, Plaintiff Shelley was summoned to what she believed would be a one-
7 on-one meeting with Dixon. Dixon did not attend, instead, Martinez and another People
8 Operations employee informed Plaintiff Shelley that the legal department was being
9 "reimagined." Contrary to GSW policy, Dixon was not present for the termination. Plaintiff
10 Shelley was required to immediately surrender her laptop and badge and was denied the
11 opportunity to retrieve her personal belongings, which she has still not fully received.

12 62. Plaintiff Shelley was terminated on December 4, 2025. She alleges that her
13 termination constituted retaliation for raising safety and workplace concerns and for her role in
14 connection with the 2025 NBA league-wide survey. She was the second of three employees
15 who had raised related concerns to be terminated by GSW.

16 63. In June 2026, Plaintiff Shelley received a conditional offer of employment from
17 another California based NBA team. Upon information and belief, after the prospective
18 employer contacted GSW personnel for a reference check, the offer was withdrawn days before
19 Plaintiff Shelley's scheduled start date. Plaintiff Shelley alleges that the withdrawal resulted
20 directly from false and damaging statements made by GSW personnel regarding her
21 performance and professional conduct.

22 **JENNIFER VASQUEZ**

23 64. Plaintiff Vasquez began employment with GSW as Vice President of DEI on or
24 around January 3, 2022. Within approximately one month, Plaintiff Vasquez was experiencing a
25 climate of isolation and intimidation in which her ideas were routinely dismissed, and her one
26 on one meetings with Erin Dangerfield ("Dangerfield"), Senior Vice President of People and
27
28

1 Culture, became occasions for criticism regarding challenges she encountered while still
2 onboarding.

3 65. Shortly after joining GSW, Plaintiff Vasquez, in the presence of Sergio Martinez
4 ("Martinez"), shared with two Latino employee resource group ("ERG") leaders her hope that
5 President Schneider ("Schneider") was genuinely committed to GSW's DEI initiatives. Martinez
6 subsequently relayed Plaintiff Vasquez's comments to Dangerfield, mischaracterizing them as
7 critical of leadership. Dangerfield reprimanded Plaintiff Vasquez accused her of speaking
8 against leadership, and made disparaging comments regarding one of the ERG employees who
9 had also voiced concerns. Plaintiff Vasquez raised these concerns with Kelly, then Dangerfield's
10 supervisor, who dismissed her concerns without further action, while Dangerfield continued to
11 receive praise and expanded staff responsibilities.

12 66. During a People Operations team meeting, Dangerfield asked Plaintiff Vasquez to
13 disclose her Chinese zodiac sign and, when Plaintiff Vasquez indicated she did not know it,
14 directed her to disclose her birth year in front of the entire staff, subjecting her to laughter
15 regarding her being over the age 40. At GSW's annual SLT retreat, Plaintiff Vasquez's first, she
16 was directed to arrange executives in a line based on how old they looked. Plaintiff Vasquez
17 also observed an overly amorous and unprofessional atmosphere among members of senior
18 leadership, particularly during social gatherings, where executives engaged in awkward and
19 overly familiar physical contact with one another, lacked ordinary professional boundaries, and,
20 on one occasion, one executive jumped onto another executive's back. The conduct made
21 Plaintiff Vasquez uncomfortable. Two Vice Presidents, VP of Event Experience Phil Hastings
22 and VP of Event Services Manny Thomas, separately shared their discomfort with her but
23 advised she would need to "play the game" to succeed at GSW.

24 67. During an icebreaker exercise facilitated by Dangerfield and Teresa Virgen-Torres
25 ("Virgen-Torres"), a participant's disclosure regarding a former employee who had returned to
26 the workplace with a firearm was met with laughter from Dangerfield and Martinez rather than
27 appropriate seriousness. During the same meeting, Dangerfield joked about keeping cold water
28 during terminations because she claimed it made terminating employees easier.

1 68. GSW executives Yoyo Murphy ("Y. Murphy") and Chris Murphy ("C. Murphy")
2 began a romantic relationship with one another while both were employed at GSW. During SLT
3 meetings and other workplace interactions, Y. Murphy and C. Murphy repeatedly engaged in
4 unprofessional exchanges and comments containing sexual double entendres, including in the
5 presence of Plaintiff Vasquez. Their conduct contributed to an atmosphere that Plaintiff
6 Vasquez found uncomfortable and lacking in appropriate professional boundaries. This conduct
7 continued notwithstanding a prior investigation concerning similar conduct involving Y.
8 Murphy and C. Murphy.

9 69. Martinez routinely disclosed confidential personnel matters and disparaged
10 employees who took medical leave for mental health reasons. Despite complaints from multiple
11 employees regarding his conduct, Dangerfield afforded Martinez speaking opportunities at
12 company town halls and conferences that were denied to Plaintiff Vasquez, and later praised as
13 "brilliant" ideas that Dangerfield had previously dismissed when raised by Plaintiff Vasquez
14 herself. As a result of this repeated marginalization, Plaintiff Vasquez withdrew from
15 discussions and spoke less frequently in meetings.

16 70. Plaintiff Vasquez developed a bias-training program for incorporation into GSW's
17 performance-review process. Notwithstanding that this work fell within her duties as head of
18 DEI, Dangerfield assigned responsibility for the related calibrations to Martinez.

19 71. GSW exhibited a pattern of disparate treatment based on physical appearance,
20 disproportionately targeting women of color and women with larger body types. On one
21 occasion, Chief Financial Officer Josh Proctor and other executives mocked a Latina American
22 employee, Stefanie Estrada, regarding the time it took her to walk to meetings and her
23 perspiration afterward, Plaintiff Vasquez did not escalate the incident for fear of retaliation, and
24 Estrada was subsequently terminated. Schneider separately made repeated comments, relayed to
25 Plaintiff Vasquez by multiple employees, that his male executive assistant was not ideal for the
26 position and that he should instead be assisted by a young, attractive blonde woman.

27 72. This was not an isolated incident. Women of color, women with disabilities, and
28 women with larger body types were subjected to consistent harassment at GSW. Natalie Estilo

1 ("Estilo"), a Latina employee who relied on a hearing aid, was publicly mocked by Dangerfield
2 during a welcome lunch when Dangerfield stated Estilo could simply turn off her hearing aid if
3 she did not wish to hear Dangerfield's remarks. Despite Estilo's hearing impairment being
4 known to Dangerfield and the entire People Operations team, Dangerfield repeatedly
5 characterized Estilo as too loud and unprofessional. Estilo separately confided in Plaintiff
6 Vasquez that Virgen-Torres and Estilo's manager, Myrna Zhang ("Zhang"), had similarly
7 reprimanded her for volume attributable to her disability. Plaintiff Vasquez repeatedly
8 reported these concerns to Olivia Nodhal ("Nodhal"), GSW's Director of People Operations,
9 who escalated the matter to Dangerfield, the conduct nonetheless persisted, and Estilo suffered a
10 significant emotional breakdown in late 2025 as a direct result. When Proctor later required a
11 hearing aid himself, GSW created a supportive ERG for employees with disabilities with
12 Proctor as executive sponsor and did not subject him to comparable ridicule.

13 73. Dangerfield regularly criticized female employees' bodies, physical appearance, and
14 wardrobe choices, with particular attention to women with curvier or larger body types. Early in
15 Plaintiff Vasquez's employment, during a one-on-one meeting, Dangerfield told Plaintiff
16 Vasquez that women who wanted to work in professional sports often did so because they were
17 "jersey chasers," referring to women who sought employment in sports to pursue romantic or
18 sexual attention from professional athletes. Dangerfield explained that this was one reason she
19 kept Basketball Operations separate from the business side of the organization for Human
20 Resources purposes and exercised control over which employees she approved to interact with
21 Basketball Operations. Dangerfield also applied dress and appearance standards inconsistently
22 among female employees based on body type. For example, Dangerfield reprimanded a female
23 employee with a curvier body type for wearing a purportedly "revealing" bodysuit while saying
24 nothing to a thinner female employee wearing a similar garment. Dangerfield also maintained
25 an informal prohibition on open-toed shoes for female employees while herself walking through
26 the office wearing only socks. This scrutiny was not similarly directed at male employees.
27 Dangerfield also made comments directly to Plaintiff Vasquez concerning her own experience
28 and dress. With this backdrop, Plaintiff Vasquez became self-conscious about how her own

1 appearance and clothing were perceived at GSW. Although GSW maintained a business-casual
2 and athletic-casual environment and Plaintiff Vasquez understood that her practice of wearing
3 professional suits was considered “over the top,” Plaintiff Vasquez continued to maintain a
4 professional appearance.

5 74. Between March and May 2023, Plaintiff Vasquez raised concerns with Dangerfield
6 and Y. Murphy that Virgen-Torres was bullying and gaslighting two Latina employees affiliated
7 with GSW's Fuerza ERG. Rather than addressing Virgen-Torres's conduct, GSW leadership
8 instructed Plaintiff Vasquez not to raise further concerns regarding those employees, which
9 Plaintiff Vasquez understood as a directive discouraging her advocacy on behalf of Latina
10 colleagues.

11 75. On January 20, 2025, with the ushering in of the new administration, the nationwide
12 stance on DEI shifted almost overnight, with the NBA and other businesses and colleges
13 pressured to roll back their DEI commitments. Despite being based in one of the most culturally
14 diverse regions in the world, San Francisco, GSW began shrinking its DEI footprint, publicly
15 promoting Pride, Latino Heritage, and Asian Heritage nights while privately acquiescing to the
16 new political climate rather than standing with the diverse community it serves. Other NBA
17 teams, including the Cleveland Cavaliers and Atlanta Hawks, took the opposite approach and
18 strengthened their DEI commitments.

19 76. In early 2025, members of Fuerza raised concerns regarding increased immigration
20 enforcement and sought reassurance from leadership. Martinez responded dismissively during a
21 Fuerza meeting, stating that GSW did not care about this issue. GSW took no corrective action
22 regarding Martinez's comments notwithstanding complaints from Plaintiff Vasquez and other
23 Fuerza members, and Dangerfield permitted the conduct to continue despite being aware of it.

24 77. In December 2023, during an introductory meeting for a Historically Black Colleges
25 and Universities partnership program attended by GSW's ERGs, SLT, and People Operations
26 staff, Kelly publicly reprimanded Plaintiff Vasquez and raised his voice at her in front of
27 colleagues and subordinates, undermining her authority as Vice President of DEI. Days later,
28 Plaintiff Vasquez was formally reprimanded for pursuing a partnership with the University of

1 California, Santa Cruz as part of a Hispanic Serving Institution initiative, notwithstanding
2 Dangerfield's prior approval of the proposal, a reprimand that followed objections from C.
3 Murphy, spouse of Y. Murphy.

4 78. In or around April 2024, Dangerfield informed Plaintiff Vasquez that two Employee
5 Engagement staff members, Abby Baumgartner and Amy McCrae, would report to Plaintiff
6 Vasquez after McCrae complained to Schneider regarding their supervisor, Virgen-Torres,
7 notwithstanding that Plaintiff Vasquez had previously and unsuccessfully raised the same
8 concerns regarding Virgen-Torres's treatment of these employees. Approximately two months
9 later, during Plaintiff Vasquez's own performance review, Dangerfield reversed this decision
10 without explanation and reassigned the employees to Martinez, notwithstanding Martinez's own
11 acknowledgment that their work aligned more closely with Plaintiff Vasquez's role. Plaintiff
12 Vasquez was also denied access to complaints lodged by other employees against Dangerfield,
13 information relevant to her position as Vice President of DEI.

14 79. On November 8, 2024, Plaintiff Vasquez was accused of failing to communicate with
15 a corporate partner regarding an initiative she oversaw, despite the fact that she had in fact
16 maintained such communication throughout the relevant period. Three GSW executives,
17 including Y. Murphy, confronted her regarding the alleged failure, and Dangerfield refused to
18 allow Plaintiff Vasquez to fully address her concerns during a subsequent meeting. The
19 employee who managed the relevant partner relationship later confirmed to Plaintiff Vasquez
20 that he had been pressured to misrepresent events and that the allegations against her had been
21 exaggerated.

22 80. On November 11, 2024, while ill, Plaintiff Vasquez was required by Y. Murphy to
23 attend an in-person meeting, while other attendees were permitted to appear remotely, during
24 which Y. Murphy and Dangerfield questioned her regarding matters on which she had already
25 reported and challenged recommendations she had made at the NBA league office's request.
26 Plaintiff Vasquez later learned that Y. Murphy had surveyed other attendees regarding her
27 performance in advance of the meeting. Y. Murphy continued to publicly criticize Plaintiff
28 Vasquez on subsequent occasions without intervention from Dangerfield.

1 81. Beginning in January 2025, amid a nationwide shift in DEI policy, GSW began
2 shrinking its DEI function internally while continuing to publicly promote diversity-related
3 programming, in contrast to other NBA franchises that expanded their DEI commitments during
4 the same period. Plaintiff Vasquez's request to expand her responsibilities consistent with
5 league-wide practice were dismissed, while Dangerfield's pattern of conduct disproportionately
6 affecting African American female employees continued, prompting at least six African
7 American female employees to seek support from Plaintiff Vasquez.

8 82. Dangerfield failed to take prompt remedial action regarding reports that Zhang, a
9 former colleague of Dangerfield's, was systematically harassing Estilo, despite formal
10 accommodation requests and escalation to Nodhal in Employee Relations, Estilo suffered severe
11 panic attacks in October and November 2025 as a result. During a subsequent team lunch,
12 Dangerfield again mocked Estilo's hearing impairment in front of the entire People Operations
13 team, and when witnesses reacted with visible shock, reiterated the comment rather than
14 retracting it, conduct Plaintiff Vasquez alleges direct managerial animus and ratification of
15 disability-based harassment.

16 83. Additional employees experienced adverse treatment consistent with this pattern:
17 former Controller Angela Yu was terminated within three weeks of complaining to Dangerfield
18 regarding a hostile work environment under Proctor in the Finance Department; and Laurens
19 Drost, an LGBT employee, was told GSW preferred women rather than men to support the
20 launch of its WNBA franchise and was separated from GSW in 2026.

21 84. On March 18, 2025, two colleagues reported to Plaintiff Vasquez that they had
22 overheard Martinez, Virgen-Torres, and Lupe Ventura ("Ventura") mocking DEI and referring
23 to Plaintiff Vasquez dismissively in an open workspace.

24 **The 2025 NBA League-Wide Survey and Retaliation**

25 85. Following the 2025 NBA league-wide employee-engagement survey, GSW's People
26 Operations, Finance, and Legal departments received poor satisfaction scores, including with
27 respect to confidence in senior leadership. Unlike in the 2023 survey cycle, in which Plaintiff
28

Vasquez had been an integral participant in the review process, she was excluded from the 2025 review. Dangerfield thereafter stated she knew which employees were "loyal" to her and identified Saini and Plaintiff Vasquez as responsible for her low score, notwithstanding that two other employees in her department had separately and directly complained to Schneider regarding Dangerfield and Virgen-Torres.

86. Plaintiff Vasquez learned that Dangerfield had questioned Saini in a manner that left Saini fearful of retaliation and had told Saini that she should leave GSW if unhappy. Plaintiff Vasquez recommended that GSW conduct an independent investigation into Dangerfield's conduct, citing multiple prior complaints regarding Dangerfield dating from 2021 through 2025, and separately reported to Shakir her fear of retaliation for raising these concerns. Dangerfield was not placed on administrative leave during the ensuing investigation, and both Saini and Plaintiff Vasquez remained under her supervision throughout.

87. As a result of this sustained hostile work environment, Plaintiff Vasquez experienced severe physical manifestations of workplace stress, including dangerously elevated blood pressure, anxiety, and stress-induced symptoms.

88. Although Plaintiff Vasquez's medical providers formally advised her to take job-protected medical leave, she feared retaliation based on GSW's treatment of other employees who had done so, a concern reinforced by Schneider's repeatedly expressed views disfavoring medical leave taken for mental-health reasons.

Termination

89. On or around December 15, 2025, less than two weeks after Plaintiff Shelley's termination, Dangerfield informed Plaintiff Vasquez that GSW was eliminating its DEI function and, with it, her position, and requested that Plaintiff Vasquez characterize her departure as voluntary, consistent with a practice GSW allegedly applied to departing senior employees. Plaintiff Vasquez declined to do so.

90. GSW terminated Plaintiff Vasquez's employment effective January 2026. Contrary to GSW's stated rationale, Plaintiff Vasquez's responsibilities were substantially absorbed by

1 Martinez, a lower-titled, less-experienced male employee compensated at a level comparable to
2 Plaintiff Vasquez's own salary. On information and belief, on January 7, 2026, Y. Murphy
3 subsequently told a subordinate that Plaintiff Vasquez was "not a good fit," without reference to
4 any performance deficiency or position elimination.

5 91. Within six months of the 2025 survey results and the ensuing investigation into
6 Dangerfield's conduct, every employee who had raised concerns regarding Dangerfield, Plaintiff
7 Shelley, Saini, and Plaintiff Vasquez, had all been terminated by GSW.

8
9 **FIRST CAUSE OF ACTION**
10 **SEX, GENDER & AGE DISCRIMINATION**
11 **IN VIOLATION OF THE FEHA**
12 **(Gov. Code §12940 (a))**

13 **(Against Defendant Golden State Warriors, LLC)**

14 92. Plaintiffs hereby incorporate by reference each and every one of the allegations
15 contained in the preceding paragraphs as if the same were fully set forth herein, except any of
16 those deemed to be inconsistent with this cause of action.

17 93. At all relevant times, Plaintiffs were employees of Defendant Golden State Warriors,
18 LLC. Plaintiffs are women over the age of forty and are members of protected classes under
19 FEHA based on their sex, gender, and age.

20 94. Golden State Warriors, LLC is an employer in that it regularly employs more than 5
21 people.

22 95. At all relevant times, Plaintiffs were qualified for their respective positions and
23 performed their duties competently and satisfactorily. Plaintiffs each held senior-level positions
24 at Golden State Warriors, LLC, possessed substantial experience relevant to their roles, and
25 performed significant responsibilities on behalf of the organization.

26 96. During Plaintiffs' employment, Kelly and Dangerfield engaged in a pattern of treating
27 female employees, including Plaintiffs, less favorably than similarly situated male employees.
28 This disparate treatment included subjecting female employees to heightened scrutiny and
criticism, denying them advancement and professional opportunities, undermining their

1 authority, marginalizing or excluding them from responsibilities and decision-making, and
2 responding adversely when they questioned, challenged, or opposed discriminatory conduct.

3 97. Plaintiffs' experiences were consistent with a broader pattern of adverse treatment
4 toward women within the organization. As alleged above, multiple female employees raised
5 concerns regarding Dangerfield's conduct and sought assistance regarding their treatment, while
6 employees favored by Dangerfield were protected from similar scrutiny and adverse
7 consequences.

8 98. Plaintiffs were subjected to adverse employment actions, including marginalization,
9 exclusion, loss or restriction of responsibilities and opportunities, heightened scrutiny,
10 undermining of authority, and ultimately termination.

11 99. Plaintiffs are informed and believe, and thereon allege, that Defendant discriminated
12 against Plaintiffs because of their sex, gender, and age, individually and in combination.
13 Plaintiffs' sex, gender, and age were substantial motivating reasons for Defendant's adverse
14 treatment of Plaintiffs, including the denial of advancement and professional opportunities,
15 disparate application of workplace standards, marginalization and exclusion from
16 responsibilities and decision-making, heightened scrutiny and criticism, undermining of their
17 authority, and ultimately the termination of their employment.

18 100. As a direct, foreseeable, and proximate result of Defendant's conduct, including
19 their willful, knowing, and intentional violation(s) of FEHA, Plaintiffs have suffered and
20 continue to suffer humiliation, emotional distress, embarrassment, and mental and physical pain
21 and anguish, all to his damage in a sum according to proof.

22 101. As a direct and proximate result of Defendant's unlawful conduct, Plaintiffs have
23 suffered economic damages, including but not limited to past and future loss of income,
24 benefits, and other damages according to proof at trial.

25 102. The above-described conduct was committed, authorized, and/or ratified by
26 officers and managing agents of Defendant who exercised substantial independent authority and
27 judgment in corporate decision-making such that their decisions ultimately determined
28 corporate policy. Those officers and managing agents engaged in the above-described conduct

1 with malice, oppression, and/or fraud, and with conscious disregard for Plaintiffs' rights to be
2 free from unlawful discrimination in the workplace. Accordingly, Plaintiffs seek punitive
3 damages pursuant to Civil Code section 3294 in an amount sufficient to punish Defendant and
4 deter similar conduct in the future.

5 103. As a result of the conduct of Defendant, Plaintiffs were forced to retain an
6 attorney in order to protect their rights. Accordingly, Plaintiffs seek the reasonable attorneys'
7 fees and costs incurred in the litigation in an amount according to proof at trial.

8
9 **SECOND CAUSE OF ACTION**
10 **SEX, GENDER, AND AGE HARASSMENT (HOSTILE WORK ENVIRONMENT) IN**
11 **VIOLATION OF FEHA**
12 **(Gov. Code § 12940(j))**
13 **(Against Defendant Golden State Warriors, LLC)**

14 104. Plaintiffs reassert and incorporate by reference all preceding paragraphs as if fully
15 set forth here, excepting those allegations that are inconsistent with this cause of action.

16 105. This cause of action is brought pursuant to the FEHA, Gov. Code, § 12940(j),
17 prohibiting harassment against employees on the basis of sex, gender, and age, and the conduct
18 of Defendant, and each of them, as described herein, constitutes hostile work environment
19 harassment.

20 106. At all relevant times, Plaintiffs were members of protected classes under FEHA
21 based on their sex and gender as women and their age as women over the age of forty.

22 107. During Plaintiffs' employment, Defendant, through its supervisors, managers, and
23 employees, subjected Plaintiffs to unwelcome conduct based on sex, gender, and age. As
24 alleged above, GSW maintained a workplace culture in which women's bodies, physical
25 appearance, clothing, attractiveness, perceived sexuality, and age were openly scrutinized and
26 commented upon, and in which women were subjected to gendered and age-based expectations
27 concerning their appearance and conduct.

28 108. The harassing conduct included, among other things, comments and scrutiny
concerning female employees' bodies, clothing, physical appearance, attractiveness, and age;

1 the disparate application of dress and appearance standards to female employees based on body
2 type; sexualized stereotypes concerning women who sought careers in professional sports,
3 including Dangerfield's statement to Plaintiff Vasquez that women who wanted to work in
4 professional sports often did so because they were "jersey chasers", age-related conduct directed
5 at Plaintiff Vasquez, including requiring her to disclose her birth year publicly and subjecting
6 her to laughter concerning her age; sexually suggestive comments and double entendres in
7 senior-level workplace interactions, and a senior leadership environment in which overly
8 amorous conduct and a lack of appropriate professional boundaries were tolerated.

9 109. The harassment alleged herein was not limited to conduct expressly directed at
10 Plaintiffs. Plaintiffs were exposed to and aware of conduct directed at other female employees
11 that contributed to the hostile work environment and communicated gendered expectations
12 concerning the age, appearance, body type, dress, attractiveness, and perceived sexuality of
13 women working at GSW.

14 110. The foregoing conduct caused Plaintiffs to become self-conscious regarding their
15 own appearance and clothing and concerned about how their age, appearance, and conformity
16 with GSW's preferred image affected how they were perceived professionally. As alleged
17 above, GSW's promotion practices further reinforced these concerns by displaying employee
18 photographs to senior leadership while candidates were evaluated using subjective criteria such
19 as "likability" and "fit."

20 111. The harassment was sufficiently severe or pervasive, considering the totality of
21 the circumstances, to alter the conditions of Plaintiffs' employment and create a hostile,
22 intimidating, abusive, and/or offensive working environment. The conduct was objectively
23 offensive to a reasonable person in Plaintiffs' circumstances and was subjectively offensive and
24 unwelcome to Plaintiffs.

25 112. Defendant knew or should have known of the harassing conduct and failed to take
26 immediate and appropriate corrective action. As alleged above, supervisors and members of
27 senior leadership participated in the conduct, employees raised concerns regarding workplace
28

1 treatment, and Defendant failed to take reasonable steps to prevent or correct the hostile
2 environment.

3 113. As a direct and proximate result of Defendant's unlawful conduct, Plaintiffs have
4 suffered and continue to suffer economic and noneconomic harm, including emotional distress,
5 humiliation, embarrassment, mental anguish, and other damages according to proof.

6 114. Plaintiffs have incurred and continue to incur attorneys' fees and costs and are
7 entitled to recover such fees and costs as provided by FEHA.

8
9 **THIRD CAUSE OF ACTION**
10 **RETALIATION**
11 **IN VIOLATION OF FEHA**
(Govt. Code §12940(h), et seq.)
(Against Defendant Golden State Warriors, LLC)

12 115. Plaintiffs reallege and incorporate here by reference all of the allegations set forth
13 in all the paragraphs above, to the extent they are not contradictory to the relief requested
14 herein, as if fully set forth.

15 116. California law prohibits employers subject to FEHA from retaliating against an
16 employee for their exercise of protected rights or engaging in protected activities under FEHA.
17 (Gov. Code §12940(h).) For purposes of the FEHA retaliation prohibition, protected rights and
18 protected activities include opposing and or protesting conduct that manifests a violation of the
19 FEHA, reporting suspected unlawful conduct within the meaning of the FEHA, and or refusing
20 to participate in such conduct.

21 117. Plaintiffs exercised their rights and engaged in activities protected by the FEHA.
22 They opposed and reported retaliation and Defendant's inaction and or its ineffective,
23 insubstantial response or investigation concerning the unlawful conduct directed at them and
24 which they suffered in the workplace. Plaintiffs complained verbally and Plaintiff Vasquez
25 expressly filed her complaint with Kelly and with the NBA. In response, Defendant ultimately
26 terminated Plaintiffs. Defendant failed to adequately investigate and stop the retaliatory acts
27 taken against Plaintiffs.

1 118. Plaintiffs' participation in activities protected under FEHA was, at minimum, a
2 motivating reason and substantial factor in Defendant's adverse employment actions against
3 them, as alleged herein.

4 119. Defendant's conduct violates FEHA, and as a direct, foreseeable, and proximate
5 result of Defendant's conduct, including their willful, knowing, and intentional violations(s) of
6 FEHA, Plaintiffs have sustained and continue to sustain substantial losses in earnings and other
7 employment benefits, other economic harm (including medical expense and other out of pocket
8 losses) and harm to their professional reputations.

9 120. As a direct, foreseeable, and proximate result of Defendant's conduct, including their
10 willful, knowing, and intentional violation(s) of FEHA, Plaintiffs have suffered and continues to
11 suffer humiliation, emotional distress, embarrassment, mental and physical pain and anguish, all
12 to their damage in a sum according to proof.

13 121. Plaintiffs have incurred and continue to incur legal expenses and attorney fees to
14 which Plaintiffs are entitled under FEHA. Plaintiffs are presently unaware of the precise amount
15 of these expenses and fees and prays leave of court to amend this Complaint when the amounts
16 are more fully known.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT**
19 **AND RETALIATION IN VIOLATION OF THE FEHA**
20 **(Gov. Code §12940(k))**
21 **(Against Defendant Golden State Warriors, LLC)**

22 122. Plaintiff realleges and incorporates here by reference all of the allegations set
23 forth in all the paragraphs above, to the extent they are not contradictory to the relief requested
24 herein, as if fully set forth.

25 123. At all relevant times, Golden State Warriors, LLC was an employer within the
26 meaning of the FEHA and were required to take all reasonable steps necessary to prevent
27 discrimination, harassment, and retaliation from occurring in the workplace.

28 124. Defendant failed to take all reasonable steps necessary to prevent discrimination
and retaliation against Plaintiff in violation of Government Code Section 12940(k).

1 125. Defendant's failure includes: allowing unfair, discriminatory, interfering,
2 harassing and retaliatory treatment because of Plaintiff's protected characteristics and Plaintiff's
3 engagement in activities that are protected under the law.

4 126. As alleged herein, Plaintiffs were subjected to discrimination, harassment,
5 retaliation and adverse employment actions in violation of FEHA, including conduct by
6 Dangerfield, Kelly, and other members of the GSW leadership.

7 127. Defendant knew or should have known of the discriminatory, harassing, and
8 retaliatory conduct occurring within the organization. Among other things, employees
9 repeatedly raised concerns regarding Dangerfield's conduct; multiple female employees sought
10 assistance concerning their treatment, Plaintiff Shelley reported and opposed conduct she
11 reasonably believed to be discriminatory and retaliatory; Plaintiff Vasquez raised concerns
12 regarding the workplace culture and Dangerfield's treatment of female employees, including
13 African American female employees; and concerns regarding Dangerfield were raised through
14 the 2025 NBA league-wide survey and the investigation that followed.

15 128. Defendant had actual and/or constructive notice that employees, including
16 Plaintiffs, were raising serious concerns regarding discrimination, harassment, retaliation, and
17 Dangerfield's treatment of employees under her authority.

18 129. Despite notice, Defendant failed to take reasonable and corrective steps to prevent
19 and correct the unlawful conduct.

20 130. As alleged herein, Plaintiffs were thereafter subjected to continued adverse
21 treatment and ultimately terminated. Within six months of the findings and investigation arising
22 from the 2025 NBA league-wide survey, Plaintiff Shelley, Saini, and Plaintiff Vasquez, each of
23 whom raised concerns regarding or opposed Dangerfield's conduct, were terminated.

24 131. As a foreseeable, direct, and proximate result of Defendant's conduct, including
25 their willful, knowing, and intentional violation(s) of FEHA, Plaintiffs have sustained and
26 continues to sustain substantial harm, out of pocket losses and other damage, including, losses
27 in earnings and other employment benefits, and harm to their future employability.

1 132. As a foreseeable, direct and proximate result of Defendant's conduct, including
2 their willful, knowing, and intentional violation(s) of FEHA, Plaintiffs have suffered and
3 continues to suffer humiliation, emotional distress, embarrassment, and mental and physical
4 pain and anguish, all to their damage in a sum according to proof.

5 133. The conduct of Defendant was carried on in violation of Civil Code § 3294 in the
6 following respects: the conduct was carried on by Defendants with a willful and conscious
7 disregard of Plaintiffs' rights, and Defendant's conduct was oppressive in that it was despicable
8 conduct which subjected plaintiff to cruel and unjust hardship in conscious disregard of his
9 rights; accordingly, Defendant is liable in punitive damages for the conduct of its officers and
10 managing agents.

11 134. Plaintiff has incurred and continues to incur legal expenses and attorney fees to
12 which they are entitled under FEHA. Plaintiff is presently unaware of the precise amount of
13 these expenses and fees and prays leave of court to amend this Complaint when the amounts are
14 more fully known.

15 **FIFTH CAUSE OF ACTION**
16 **RETALIATION IN VIOLATION OF THE LABOR CODE**
17 **(Labor Code §1102.5)**

18 **(Against Defendant Golden State Warriors, LLC)**

19 135. Plaintiffs reassert and incorporate by reference all preceding paragraphs as if fully
20 set forth here, excepting those allegations that are inconsistent with this cause of action.

21 136. Labor Code § 1102.5(b) makes it unlawful for an employer to retaliate against an
22 employee because the employer believes that the employee has reported violations of state or
23 federal statutes or local, state or federal rules, or regulations, to a government agency or to a
24 person with authority over the employee.

25 137. Labor Code §1102.5(c) provides, "(c) An employer, or any person acting on behalf
26 of the employer, shall not retaliate against an employee for refusing to participate in an activity
27 that would result in a violation of state or federal statute, or a violation of or noncompliance
28 with a local, state, or federal rule or regulation."

1 138. Labor Code §1102.5(d) provides, “(d) An employer, or any person acting on
2 behalf of the employer, shall not retaliate against an employee for having exercised their rights
3 under subdivision (a), (b), or (c) in any former employment.”

4 139. The court may award reasonable attorneys’ fees to Plaintiffs if they are successful
5 in their action against Defendants (or, any of them) for a violation of Labor Code §1102.5.
6 (Labor Code §1102.5(j).)

7 140. At various times during their employment, Plaintiffs repeatedly reported
8 violations of FEHA, as well as other regulations, rules and laws governing workplace safety and
9 workplace violence.

10 141. Plaintiff Shelley and Plaintiff Vasquez reported to Defendant, to persons with
11 authority over them, and to others capable of addressing the misconduct, what they reasonably
12 and in good faith believed were violations of regulations and rules promulgated under such laws
13 as FEHA.

14 142. Throughout their employment, Plaintiffs made such reports to Defendant and, at
15 the time of those reports, Plaintiffs believed and had reasonable cause to believe that Defendant
16 was violating those statutes, regulations and rules.

17 143. Following Plaintiffs’ protected disclosures, Defendant subjected Plaintiffs to
18 adverse employment actions, including marginalization and exclusion, undermining authority,
19 heightened scrutiny, public criticism, and ultimately termination.

20 144. Defendant’s retaliatory conduct was not limited to Plaintiffs. Within six months of
21 the findings and investigation arising from the 2025 NBA league-wide survey, Plaintiff Shelley,
22 Saini, and Plaintiff Vasquez, each of whom opposed or raised concerns regarding Dangerfield’s
23 conduct, were terminated.

24 145. Plaintiffs’ protected disclosures and opposition to conduct they reasonably
25 believed violated state or federal laws were contributing factors in Defendant’s decisions or
26 subject Plaintiffs to adverse employment actions and ultimately terminate their employment.

1 146. Pursuant to Labor Code section §1102.6, Defendant cannot establish by clear and
2 convincing evidence that they would have subjected Plaintiffs to the same adverse employment
3 actions for legitimate, independent reasons absent Plaintiffs' protected activity.

4 147. As a direct and proximate result of Defendant's retaliatory conduct, Plaintiffs
5 have sustained, and continue to sustain, loss of earnings, the full nature and extent of which are
6 presently unknown to Plaintiffs, who therefore, will seek leave of court to amend their
7 complaint at such time as these damages are fully ascertained.

8 148. As a further direct and proximate result of Defendant's retaliatory conduct as
9 heretofore described, Plaintiffs have been damaged and deprived of the security, solace and
10 peace of mind for which they entered the employment relationship with Defendants, and each of
11 them, thereby causing them to suffer emotional and mental distress, anguish, embarrassment
12 and humiliation, all to their general damages in an amount according to proof at trial, but in
13 excess of the jurisdictional amount of this court.

14 **SIXTH CAUSE OF ACTION**

15 **DEFAMATION**

16 **(Against Defendant Golden State Warriors, LLC)**

17 149. Plaintiffs hereby incorporate by reference each and every one of the allegations
18 contained in the preceding paragraphs as if the same were fully set forth herein, except any of
19 those deemed to be inconsistent with this cause of action.

20 150. As alleged herein, during and following Plaintiffs' employment, agents,
21 employees, officers, and/or managing agents of the Defendant made false and defamatory
22 statements concerning Plaintiffs to third parties.

23 151. The defamatory statements included false assertions concerning Plaintiffs'
24 conduct, competence, professionalism, performance, and the circumstances surrounding their
25 departures from Golden State Warriors, LLC, as more fully alleged above.

26 152. Among other things, Schneider referred to Plaintiff Shelley as a "gossip" to others
27 within the organization and during her performance review. In the context of Plaintiff Shelley's
28

1 position as an attorney and member of GSW's Legal Department, the statement impugned her
2 professional judgment, discretion, integrity, and trustworthiness.

3 153. On information and belief, prior to and/or following the arrival of Woodie Dixon
4 as GSW's Chief Legal Officer, Defendants, through their agents and representatives,
5 communicated false and disparaging information concerning Plaintiff Shelley to Dixon that
6 negatively characterized Plaintiff Shelley, her professional conduct, performance, and/or fitness
7 for her position. These communications were made without privilege or justification and
8 contributed to the adverse perception of Plaintiff Shelley by a new decision-maker who
9 subsequently participated in the termination of her employment.

10 154. Plaintiff Shelley was under consideration for employment with the Los Angeles
11 Clippers. Days before her intended start date, on information and belief, representatives of the
12 Los Angeles Clippers contacted Defendant and/or its representatives concerning Plaintiff
13 Shelley. Thereafter, the Clippers rescinded their offer to Plaintiff Shelley. On information and
14 belief, during those communications, Defendants, through their agents and representatives,
15 made false and disparaging statements concerning Plaintiff Shelley that impugned her
16 competence, qualifications, integrity, and/or fitness to perform her professional responsibilities
17 and adversely affected her candidacy for employment.

18 155. With respect to Plaintiff Vasquez, Defendants, through their agents and
19 representatives, communicated false statements concerning Plaintiff Vasquez's competence,
20 performance, and reasons for her departure from GSW. As alleged above, after representing to
21 Plaintiff Vasquez that her position was being eliminated as part of GSW's elimination of DEI,
22 Y. Murphy subsequently told another GSW employee that Plaintiff Vasquez "was not a good
23 fit," thereby attributing Plaintiff Vasquez's departure to her suitability or fitness for her role
24 rather than the purported elimination of her position.

25 156. Defendants further sought to create and disseminate a false narrative concerning
26 the circumstances of Plaintiff Vasquez's departure by asking Plaintiff Vasquez to represent that
27 she was voluntarily leaving GSW for personal reasons when, in fact, Defendant was terminating
28 her employment. Plaintiff Vasquez refused to participate in or endorse that false narrative.

1 Furthermore, upon her termination Plaintiff Vasquez was accused of taking proprietary
2 information, which GSW knew to be false, impugning her character.

3 157. The defamatory statements concerning Plaintiffs were false. Plaintiffs were
4 competent and qualified for their respective positions, performed their duties satisfactorily, and
5 did not engage in the conduct falsely attributed to them.

6 158. Defendant published the defamatory statements to persons other than Plaintiffs,
7 including employees and members of GSW leadership, without Plaintiffs' consent.

8 159. The persons who made and/or caused the publication of the defamatory
9 statements knew the statements were false, acted with reckless disregard for their truth or
10 falsity, and/or lacked reasonable grounds for believing them to be true.

11 160. The defamatory statements concerned Plaintiffs directly and were understood by
12 the persons who heard them to refer to Plaintiffs.

13 161. To the extent Defendants contend that any of the defamatory communications
14 were conditionally privileged, Defendants abused any such privilege by acting with malice,
15 including knowledge of falsity, reckless disregard for the truth, and/or a retaliatory and
16 discriminatory motive toward Plaintiffs.

17 162. The defamatory statements tended to injure Plaintiffs in their professions by
18 impugning their competence, qualifications, integrity, and fitness to perform their professional
19 responsibilities and were therefore defamatory per se.

20 163. As a direct and proximate result of Defendants' defamatory statements, Plaintiffs
21 have suffered injury to their professional reputations, emotional distress, humiliation, and
22 economic and noneconomic damages in amounts according to proof.

23 164. The defamatory conduct alleged herein was committed, authorized, ratified,
24 and/or approved by officers, directors, and/or managing agents of the Entity Defendants.
25 Defendants acted with malice, oppression, and/or fraud, entitling Plaintiffs to punitive damages
26 pursuant to Civil Code section 3294.

27 165. Plaintiffs seek general, special, and punitive damages, costs, interest, and all other
28 relief available under law.

1 **PRAYER FOR RELIEF**

2 166. For entry of judgment that Defendants' acts and practices as set forth herein are in
3 violation of FEHA, the Labor Code, and California laws.

4 167. For general damages, to compensate Plaintiffs for their past, present, and future
5 emotional distress, pain and suffering, and loss of pleasure and enjoyment of life according to
6 proof.

7 168. For assumed and general damages to compensate Plaintiffs for their professional
8 and reputational harm, shame, mortification, hurt feelings, mental anguish, and other harm they
9 suffered as a result of Defendants' defamation (including defamation per se).

10 169. For lost wages and benefits, and compensatory damages according to proof.

11 170. For permanent injunctive relief in the form of an order prohibiting Defendants
12 from discriminating against employees on the basis of their protected status in violation of
13 FEHA and/or the Labor Code, and/or retaliation or other violation of law, and further requiring
14 all liable parties to undergo training on engaging in prevention of discrimination and harassment
15 and retaliation, and/or any other form of training the Court deems appropriate;

16 171. For declaratory relief as may be appropriate under the law and circumstances.

17 172. For Punitive Damages

18 173. For reasonable attorney's fees and costs of suit as available under law; and

19 174. For such other, further, and equitable relief as the court deems just and proper
20 under the circumstances.

21
22 Date: August 25, 2026

23
24 **Law Offices of Justice Ojo**

25
26 By:



Justice Ojo
Attorney for Plaintiffs LISA SHELLEY &
JENNIFER VASQUEZ

EXHIBIT A



Civil Rights Department

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

August 25, 2026

Justice Ojo
1999 Harrison Street Suite 1800
Oakland, CA 94612

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202608-36898725
Right to Sue: Shelley / Golden State Warriors, LLC et al.

Dear Justice Ojo:

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

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

August 25, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202608-36898725

Right to Sue: Shelley / Golden State Warriors, LLC et al.

To All Respondent(s):

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

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

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

No response to CRD is requested or required.

Sincerely,

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August 25, 2026

Lisa Shelley

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202608-36898725

Right to Sue: Shelley / Golden State Warriors, LLC et al.

Dear Lisa Shelley:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 25, 2026 because an immediate Right to Sue notice was requested.

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

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



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

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of

Lisa Shelley

CRD No. 202608-36898725

Complainant,

vs.

Golden State Warriors, LLC
1 Warriors Way
San Francisco, CA 94158

National Basketball Association
645 Fifth Ave.
New York, NY 10022

Respondents

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

2. Complainant is naming **National Basketball Association** business as Co-Respondent(s).

3. Complainant **Lisa Shelley**, resides in the City of , State of .

4. Complainant alleges that on or about **June 1, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, genetic information or characteristic, age (40 and over), sexual harassment.

Complainant was discriminated against because of complainant's sex/gender, gender identity or expression, genetic information or characteristic, age (40 and over) and as a result of the discrimination was terminated, denied hire or promotion, denied any employment benefit or privilege, denied work opportunities or assignments, given additional work responsibilities or assignments.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment

complaint and as a result was terminated, denied hire or promotion, denied any employment benefit or privilege, denied work opportunities or assignments.

Additional Complaint Details: Plaintiff Shelley joined GSW in 2021 as Associate General Counsel and reported to then-Chief Legal Officer David Kelly. She brought substantial sports and entertainment law experience to the role.

Following a vacancy in the Finance Department, CFO Josh Proctor assigned Plaintiff Shelley substantial additional arena-operations and event-settlement duties, which she performed alongside her full legal workload, ultimately working thirty-three settlements over eleven months, often during weeks with multiple consecutive events.

Plaintiff Shelley also identified significant deficiencies in GSW's risk-management infrastructure, including the absence of a finalized safety plan, and effectively built GSW's Risk Management Department from the ground up drafting the job description for and hiring a Risk Manager, and managing insurance renewals and claims in the interim.

Promotion and Pay Disparities

Over successive promotion cycles, Plaintiff Shelley was repeatedly passed over, while Zade Shakir, a male colleague under forty with materially less experience, was promoted ahead of her, including to Senior Director and later VP, Deputy General Counsel, notwithstanding GSW's stated tenure and experience requirements. GSW's stated rationale for denying Plaintiff Shelley's promotions shifted repeatedly, including invocation of tenure requirements not applied to Shakir. Plaintiff Shelley was also denied a position in Basketball Operations and WNBA-related responsibilities despite relevant prior experience, both of which were instead awarded to Shakir. Comparators Gupta and Shakir, despite less experience, were paid more than Plaintiff Shelley in equivalent roles. Plaintiff Shelley was also excluded from GSW's Leadership Team despite meeting the criteria applied to others.

GSW's disparate treatment extended to compensation offered to a Black candidate for a role for which a white comparator had been paid more, and to inconsistent application of promotion standards benefiting less-tenured employees over Plaintiff Shelley.

Hostile Work Environment

Brian Herbert, VP of Security, Surveillance, and Safety, undermined Plaintiff Shelley's risk-management function by discontinuing incident-review protocols she had established, and engaged in conduct including interrupting her before a vendor and dismissing her subsequent complaint. Kelly failed to timely address the matter.

2025 Survey and Retaliation

Following a 2025 NBA-wide employee survey presented as anonymous, SVP of People and Culture Erin Dangerfield identified and personally questioned employees who submitted

critical responses, including Plaintiff Vasquez and Prateek Saini, who separately reported harassment concerns. Plaintiff Shelley reported Dangerfield's conduct to then-interim GC Shakir and recommended a fully independent investigation with witness confidentiality; Shakir instead compelled disclosure of witness identities and retained a firm with pre-existing ties to GSW. Plaintiff Shelley was excluded from the investigation after objecting to its independence, which ultimately found no wrongdoing despite prior similar complaints dating to 2021. GSW refused her requests for remedial measures.

Separately, Plaintiff Shelley's confidential medical information was disclosed to Dangerfield without authorization following a medical incident, and Dangerfield made comments suggesting awareness of and hostility toward the cost of her medical treatment. Plaintiff Shelley has since been diagnosed with a stress-related condition that worsened during her final year at GSW.

Saini was subsequently terminated after objecting to reporting to a supervisor previously accused of harassment, the first of three employees terminated following the survey.

General Counsel Search and Termination

When GSW opened its General Counsel search, despite having more experience, Shakir was advanced over Plaintiff Shelley. An external recruiter later confirmed to Plaintiff Shelley that she was the most qualified internal candidate. GSW's stated rationale for advancing Shakir instead, variously attributed to experience gaps or headhunter recommendation, was internally inconsistent and contradicted by the recruiter's own assessment.

New Chief Legal Officer Dixon, hired in September 2025, engaged regularly with Shakir while marginalizing Plaintiff Shelley, delaying required one-on-ones for over seven weeks. During her annual review, President Schneider acknowledged her strong performance but characterized her concerns about the Dangerfield investigation as "gossip."

Plaintiff Shelley was terminated on December 4, 2025, without Dixon present despite company policy, and without an opportunity to retrieve personal belongings. She was the second of three employees terminated following the 2025 survey and alleges her termination was retaliatory.

In June 2026, a conditional offer of employment from another NBA team was withdrawn shortly before her start date, which Plaintiff Shelley alleges resulted from false and damaging statements made by GSW personnel during a reference check.

1 VERIFICATION

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

5 On August 25, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Oakland, CA**

EXHIBIT B



Civil Rights Department

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August 25, 2026

Justice Ojo
1999 Harrison Street Suite 1800
Oakland, CA 94612

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202608-36898825
Right to Sue: Vasquez / Golden State Warriors, LLC et al.

Dear Justice Ojo:

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,

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August 25, 2026

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202608-36898825

Right to Sue: Vasquez / Golden State Warriors, LLC et al.

To All Respondent(s):

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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



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August 25, 2026

Jennifer Vasquez

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202608-36898825

Right to Sue: Vasquez / Golden State Warriors, LLC et al.

Dear Jennifer Vasquez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 25, 2026 because an immediate Right to Sue notice was requested.

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

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



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Civil Rights Department

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

In the Matter of the Complaint of

Jennifer Vasquez

CRD No. 202608-36898825

Complainant,

vs.

Golden State Warriors, LLC
1 Warriors Way
San Francisco, CA 94158

National Basketball Association
645 Fifth Ave.
New York, NY 10022

Respondents

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

2. Complainant is naming **National Basketball Association** business as Co-Respondent(s).

3. Complainant **Jennifer Vasquez**, resides in the City of , State of .

4. Complainant alleges that on or about **January 5, 2026**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, genetic information or characteristic, age (40 and over), race (includes hairstyle and hair texture), sexual harassment.

Complainant was discriminated against because of complainant's sex/gender, genetic information or characteristic, age (40 and over), association with a member of a protected class, race (includes hairstyle and hair texture) and as a result of the discrimination was terminated, laid off, denied hire or promotion, denied any employment benefit or privilege, denied work opportunities or assignments.

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, participated as a witness in a discrimination or harassment
3 complaint and as a result was terminated, laid off, denied hire or promotion, denied any
4 employment benefit or privilege.

5 **Additional Complaint Details:** Plaintiff Vasquez joined GSW as Vice President of DEI in
6 January 2022. Within weeks, she experienced isolation, dismissiveness, and hostile one-on-
7 ones with SVP of People and Culture Erin Dangerfield. When her comments regarding DEI
8 leadership were mischaracterized to Dangerfield, she was reprimanded and accused of
9 disloyalty. Her first attempt to raise concerns with Kelly, then Dangerfield's supervisor, was
10 dismissed without action, while Dangerfield continued to receive praise and expanded
11 responsibilities.

12 Plaintiff Vasquez was subjected to and witnessed a pattern of inappropriate conduct,
13 including: public questioning about her age a retreat exercise ranking executives by
14 apparent age amid an overtly sexualized atmosphere, with colleagues privately
15 acknowledging discomfort; an icebreaker in which a workplace-violence disclosure involving
16 a firearm was met with laughter; and repeated unprofessional conduct by executives Y.
17 Murphy and C. Murphy, a married couple engaged in a relationship with each other while
18 both employed at GSW.

19 Sergio Martinez routinely disclosed confidential personnel matters and disparaged
20 employees on medical leave, yet was afforded speaking opportunities denied to Plaintiff
21 Vasquez, whose ideas were dismissed until later credited to Martinez. Dangerfield
22 reassigned DEI-related calibration work from Plaintiff Vasquez to Martinez despite it falling
23 within her role.

24 GSW exhibited a pattern of body-shaming and appearance-based scrutiny
25 disproportionately targeting women of color and women with larger body types, including
26 mockery of an employee's physical appearance by executives, and Dangerfield's use of a
27 derogatory term to describe certain female employees, applied inconsistently based on body
28 type. Dangerfield also mocked a hearing-impaired Latina employee's disability in front of
colleagues and enforced discriminatory volume/dress standards not applied to comparable
male or non-disabled employees.

Plaintiff Vasquez's advocacy on behalf of Latina employees facing bullying, and Latino ERG
members raising immigration-enforcement concerns, was met with dismissiveness or
directives to cease. She was formally reprimanded for a partnership initiative after receiving
prior authorization, and was publicly reprimanded by Kelly at a partnership event. She was
later accused of communication failures she did not commit, required to attend an in-person
meeting while ill under circumstances not imposed on others, and subjected to pre-arranged
criticism of her performance.

Staff reporting lines and responsibilities within her department were repeatedly reassigned from Plaintiff Vasquez to less qualified male colleagues, and she was denied access to complaints lodged against Dangerfield relevant to her DEI role. Following the political shift in DEI policy beginning January 2025, GSW scaled back its DEI function while publicly maintaining diversity programming, in contrast to other NBA franchises that expanded such commitments.

Additional employees including a Controller terminated shortly after complaining of a hostile environment, an African American employee terminated after being accused of "fraternization," and an LGBT employee excluded from a role based on gender and later terminated illustrate a broader pattern of retaliatory and discriminatory conduct under Dangerfield's leadership.

2025 Survey and Retaliation

Following the 2025 NBA-wide survey, Dangerfield sought to identify and retaliate against employees she believed responsible for critical results, including Plaintiff Vasquez and Prateek Saini, notwithstanding the survey's anonymity. Plaintiff Vasquez was excluded from the review process in which she had previously participated, recommended an independent investigation into Dangerfield's conduct citing a history of prior complaints dating to 2021, and reported fear of retaliation to Shakir. Dangerfield was not placed on leave during the ensuing investigation, and both Saini and Plaintiff Vasquez remained under her supervision throughout.

Plaintiff Vasquez experienced severe physical manifestations of workplace stress, including hypertension, anxiety requiring medication, and a stress-induced blood clot. Though advised by medical providers to take protected leave, she feared retaliation based on GSW's treatment of others who had done so, a fear reinforced by Schneider's expressed views disfavoring mental-health-related leave.

Termination

In December 2025, less than two weeks after Plaintiff Shelley's termination, Dangerfield informed Plaintiff Vasquez that her position was being eliminated and requested that she characterize her departure as voluntary; Plaintiff Vasquez refused. GSW terminated her effective January 2026. Contrary to GSW's stated rationale, her responsibilities were substantially absorbed by Martinez a less experienced, lower-titled employee compensated comparably to Plaintiff Vasquez. Within six months of the 2025 survey and resulting investigation, every employee who had raised concerns about Dangerfield's conduct Plaintiff Shelley, Saini, and Plaintiff Vasquez had been terminated.

1 VERIFICATION

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

5 On August 25, 2026, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Oakland, CA**