

LAWRANCE A. BOHM, (SBN 208716)
BRADLEY J. MANCUSO, (SBN 285616)
BRANDON P. ORTIZ, (SBN 301685)
BRYON P. JOSSELYN, (SBN 312676)
BOHM LAW GROUP, INC.
21051 Warner Center Ln., Suite 225
Woodland Hills, CA 91367
Phone (866) 920-1292
Fax (916) 927-2046

Attorneys for Plaintiff,
OMAR LARA

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

OMAR LARA,

Plaintiff,

v.

AECOM, a California corporation;
INTEGRATION TECHNOLOGY, INC., a
Massachusetts corporation; HILL
INTERNATIONAL, INC. a Delaware
corporation; PACIFICA SERVICES, INC., a
California corporation; ENRIQUE CASTRO,
an individual; LORNA TRINIDAD, an
individual; SAORI SIERRA, an individual;
BUILDLACCD, an entity of unknown form;
and DOES 1-100, inclusive,

Defendants.

Case No.:

**PLAINTIFF'S VERIFIED COMPLAINT FOR
DAMAGES:**

1. **FAILURE TO PREVENT
HARASSMENT, DISCRIMINATION,
AND RETALIATION**
2. **DISCRIMINATION**
3. **HARASSMENT**
4. **HOSTILE WORK ENVIRONMENT
SEXUAL HARASSMENT**
5. **FEHA RETALIATION**
6. **FEHA AIDING AND ABETTING**
7. **CFRA INTERFERENCE**
8. **FMLA RETALIATION**
9. **LABOR CODE § 1102.5**
10. **LABOR CODE § 6310**
11. **LABOR CODE § 510**
12. **FAILURE TO PAY WAGES DUE AT
TERMINATION**
13. **BATTERY**
14. **BATTERY**
15. **INTENTIONAL INTERFERENCE WITH
CONTRACTUAL RELATIONS**
16. **NEGLIGENT INTERFERENCE WITH
CONTRACTUAL RELATIONS**
17. **INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS**
18. **NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS**
19. **UNRUH CIVIL RIGHTS ACT**

20. CIVIL CODE SECTION § 51.9

DEMAND FOR JURY TRIAL

Plaintiff, OMAR LARA, respectfully submits the instant Verified Complaint for Damages and Demand for Jury Trial and alleges as follows:

CASE OVERVIEW

AECOM, Integration Technology, Inc., Pacifica Services, Inc., and Hill International, Inc. allowed an environment of hate and homophobia to permeate throughout the offices of the BuildLACCD project, a major construction project for Los Angeles community colleges. OMAR LARA was repeatedly call a “faggot,” “queen,” and “princess,” suffered physical assaults on multiple occasions; and suffered being sexually assaulted by a co-worker. These actions were done by employees of each; AECOM, Integration Technology, Inc., Pacifica Services, Inc., Hill International, and BuildLACCD. When Mr. LARA reported these hateful actions, Mr. LARA received sympathy yet no action was taken. Defendants began retaliating for Mr. LARA’s protected complaints by assigning him enough work for multiple employees yet refusing to pay him overtime and double time. With nowhere to go and no one to turn to, Mr. LARA began to feel helpless and suffered depression, suicidal thoughts, post-traumatic stress disorder, social anxiety, and many other physical and mental issues. Finally, when Mr. LARA decided to request time to get help for the harm that was done to him, Mr. LARA was denied protected medical leave and was terminated.

PARTIES AND JURISDICTION

1. Plaintiff, OMAR LARA (hereafter “LARA” or “Plaintiff”), was at all times relevant to this action, a recruit, employee, joint employee, borrowed employee, wrongfully terminated employee, or a person providing services pursuant to a contract to AECOM (hereafter “AECOM”) and INTEGRATION TECHNOLOGY, INC. (hereafter “ITI”). While employed by Defendants, and at all times relevant to this action, Plaintiff resided in Los Angeles County.

2. Defendant, AECOM, was at all times relevant to this action, a corporation with headquarters located at 6345 Balboa Blvd., Suite 312, Encino, CA 91316. AECOM was, at all times relevant to this action, engaged in Project Management in the State of California.

3. Defendant, HILL INTERNATIONAL, INC. (hereafter "HILL"), was at all times relevant to this action, a Delaware corporation, with its corporate headquarters located at 2005 Market Street, 17th Floor, Philadelphia, PA 19103. HILL was, at all times relevant to this action, engaged in Project Management in the State of California.

4. Defendant, PACIFICA SERVICES, INC. (hereafter "PACIFICA"), was at all times relevant to this action, a California corporation, with its corporate headquarters located at 106 S. Mentor Street, Suite 200, Pasadena, CA 91106. PACIFICA was, at all times relevant to this action, engaged in Project Management in the State of California.

5. Defendant, ITI, was at all times relevant to this action, a Massachusetts corporation, with its corporate headquarters located at 167 Washington Street, Ste. 32, Norwell, MA 02061. ITI was, at all times relevant to this action, engaged in staffing and consulting services in the State of California.

6. Defendant, ENRIQUE CASTRO (hereafter "CASTRO") was at all times relevant to this action, an employee, joint employee, or agent of AECOM, PACIFICA, BuildLACCD, and Doe Defendants, and a co-worker of LARA. CASTRO was at all times relevant to this action a "supervisor" as defined by Government Code section 12926(t). Based on information and belief, Plaintiff believes and thereby represents that CASTRO is a resident of Los Angeles County.

7. Defendant, LORNA TRINIDAD (hereafter "TRINIDAD") was at all times relevant to this action, an employee or joint employee of AECOM, HILL, BuildLACCD, and Doe Defendants, and co-worker of LARA. TRINIDAD was at all times relevant to this action a "supervisor" as defined by Government Code section 12926(t). Based on information and belief, Plaintiff believes and thereby represents that TRINIDAD is a resident of Los Angeles County.

8. Defendant, SAORI SIERRA (hereafter "SIERRA") was at all times relevant to this action, an employee or joint employee of AECOM, HILL, BuildLACCD, and Doe Defendants, and a co-worker of LARA. SIERRA was at all times relevant to this action a "supervisor" as defined by Government Code section 12926(t). Based on information and belief, Plaintiff believes and thereby represents that SIERRA is a resident of Los Angeles County.

9. Defendant, BUILDLACCD (hereafter "BuildLACCD"), was at all times relevant to

1 this action, an entity of unknown form, with an unknown address. BuildLACCD was, at all times
2 relevant to this action, engaged in construction within the Los Angeles Community College
3 District in the State of California.

4 10. Venue and jurisdiction are proper because the majority of the events giving rise to
5 this action took place in Los Angeles County; because Defendant was doing business in Los
6 Angeles County; because Plaintiff's employment was entered into in Los Angeles County; because
7 Plaintiff worked for Defendant in Los Angeles County, because the damages sought exceed the
8 jurisdictional minimum of this Court; and because the majority of witnesses and events occurred in
9 Los Angeles County.

10 11. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
11 as DOES 1 through 100. Defendants Does 1 through 100 are sued herein under fictitious names
12 pursuant to California Code of Civil Procedure section 474. Plaintiff is informed and believes, and
13 on that basis alleges, that each Defendant sued under such fictitious names is in some manner
14 responsible for the wrongs and damages as alleged herein. Plaintiff does not at this time know the
15 true names or capacities of said Defendants, but prays that the same may be inserted herein when
16 ascertained.

17 12. At all times relevant, each and every Defendant was an agent and/or employee of
18 each and every other Defendant. In doing the things alleged in the causes of action stated herein,
19 each and every Defendant was acting within the course and scope of this agency or employment,
20 and was acting with the consent, permission, and authorization of each remaining Defendant. All
21 actions of each Defendant as alleged herein were ratified and approved by every other Defendant
22 or their officers or managing agents.

23 **STATEMENT OF THE FACTS**

24 13. BuildLACCD is a program to modernize Los Angeles Community College District
25 ("LACCD") campuses through voter-approved bond-funded building projects. LACCD partnered
26 with AECOM to form BuildLACCD.

27 14. AECOM is a large, multinational engineering firm. On or about May 22, 2013,
28 AECOM was awarded a \$94.6 million program management contract by LACCD to manage

1 BuildLACCD. As part of the management of BuildLACCD, AECOM has provided employees
2 towards the project as well as manages the various contractors used. These contractors include but
3 are not limited to PACIFICA, HILL, and ITI.

4 15. PACIFICA is a construction management consulting firm contracted to provide
5 several services to BuildLACCD including, but not limited to, accounting, contracting,
6 construction management, program management, and project controls management.

7 16. HILL is a large construction management firm. On or about July 23, 2014, HILL
8 received a task order contract to provide project management and construction management to
9 BuildLACCD.

10 17. ITI is an IT consulting firm specializing in SAP software. ITI was offered a
11 contract by Jacobs Engineering, a contractor with BuildLACCD, because of its IT expertise.

12 18. At all relevant times, AECOM was the general contractor responsible for
13 BuildLACCD. PACIFICA, HILL, and ITI were subcontractors of AECOM. At all relevant times,
14 AECOM exercised sufficient control over PACIFICA, HILL and ITI employees assigned to
15 BuildLACCD so as to be their employer or joint employer as a matter of law.

16 19. Based upon information and belief, Plaintiff alleges that, with respect to
17 PACIFICA, HILL and ITI employees assigned to BuildLACCD, AECOM set their hours of
18 work; supplied the tools and instrumentalities of their work, including computers; required these
19 employees to work at job sites designated by AECOM; paid these employees indirectly through
20 the subcontractor by the hour; controlled the means and manner by which employees
21 accomplished their tasks; and reviewed the performance of these employees.

22 20. Based upon information and belief, Plaintiff alleges that HILL, PACIFICIA, and
23 ITI employees assigned to BuildLACCD provided services to AECOM that were part of
24 AECOM's regular course of business as a general contractor; the services rendered by these
25 employees did not require special skill; the type of work done by these employees is typically
26 done under the direction of a principal; and the services to be provided were to last several years
27 and were thus semi-permanent.

28 21. Alternatively, if PACIFICA, HILL, and ITI employees assigned to BuildLACCD

1 are not found to be employees or joint employees of AECOM, then Plaintiff alleges, based upon
2 information and belief, that AECOM gave said employees' authority to act on its behalf.
3 Alternatively, said employees intentionally or carelessly created the impression that they were
4 employees or agents of AECOM, Plaintiff reasonably believed they were employees or agents of
5 AECOM, and Plaintiff was harmed by said belief.

6 22. Alternatively, in the event that HILL, PACIFICA, and ITI employees assigned to
7 BuildLACCD are found not to be employees or joint employees of AECOM, Plaintiff alleges
8 based upon information and belief that AECOM exercised sufficient control over these
9 employees so as to protect Plaintiff from unlawful discrimination, retaliation, and harassment.
10 Based upon information and belief, Plaintiff alleges that AECOM's respective contracts with
11 HILL, PACIFICA, and ITI permitted it to remove their employees from the BuildLACCD job
12 site. Based upon information and belief, Plaintiff alleges that AECOM's respective contracts with
13 HILL, PACIFICA, and ITI permitted it to cancel or terminate the contract if these entities or their
14 employees and agents failed to comply with the law.

15 23. Plaintiff alleges that at all relevant times, AECOM operated under the belief that it
16 had the right to terminate or remove HILL, PACIFICA, or ITI employees from BuildLACCD job
17 sites if they discriminated, retaliated, or harassed Plaintiff.

18 24. In or about 2015, LARA received an offer of employment from ITI for the position
19 of Business Analyst I (Accounting/Program Controls Liaison) for the BuildLACCD project.
20 LARA was offered the position as an "hourly employee" with a one (1) year contract with a
21 possible extension beyond the initial one (1) year. LARA was provided an Employee Handbook,
22 which he was required to review, sign, and return to ITI. A true and correct copy of ITI's offer of
23 employment to LARA is attached hereto as Exhibit A.

24 25. On or about July 20, 2015, LARA began work for the entity Defendants. The vast
25 majority of LARA's job was data entry for various software programs. At no point did LARA
26 exercise originality or creativity in his work. His work did not require advanced knowledge.
27 LARA's work was not predominantly intellectual and varied in nature.

28 26. On or about July 22, 2015, LARA met with the manager of the accounting

1 department, Deborah Leister ("Leister"). Leister is an employee of PACIFICA, AECOM,
2 BuildLACCD, and Doe Defendants. During the meeting, LARA and Leister spoke about their
3 personal lives with the intent to get to know each other. LARA revealed that he is gay and happily
4 married to his husband. Adjacent to Leister's cubicle, Saori Sierra ("SIERRA"), manager of the
5 program controls department and an employee of AECOM, GAFCON, BuildLACCD, and Doe
6 Defendants, and Lorna Trinidad ("TRINIDAD"), another supervisor in the accounting department
7 and an employee of HILL, AECOM, BuildLACCD, and Doe Defendants, overheard LARA's
8 conversation with Leister. TRINIDAD stood up, shook her head, and laughed. TRINIDAD and
9 SIERRA noticeably walked away from the area. Leister apologized for their rude behavior.

10 27. Based upon information and belief, Plaintiff alleges that Liester, SIERRA, and
11 TRINIDAD were supervisors. To wit, they had authority hire, transfer, promote, assign, reward,
12 discipline, or discharge BuildLACCD workers, or effectively recommend any of these actions.
13 Based upon information and belief, Plaintiff alleges Liester, SIERRA, and TRINIDAD had
14 responsibility to act on employee grievances or effectively recommend action on said grievances.
15 Based upon information and belief, Plaintiff alleges that Liester, SIERRA, and TRINIDAD had
16 authority to direct the daily work activities of other people. Based upon information and belief,
17 Plaintiff alleges that said authority and/or responsibility was more than routine or clerical and
18 required independent judgment.

19 28. LARA was shocked by the hostile behavior and asked Leister about TRINIDAD
20 and SIERRA's behavior. Leister suggested that BuildLACCD and subsequently AECOM had
21 numerous problems with SIERRA and TRINIDAD. Leister told LARA that the program was
22 extremely political and that LARA had to be ready to "play the game." LARA was concerned and
23 asked if there was a human resources department. Leister explained, "the program is not like your
24 typical, structured company. We don't have human resources. It's a waste of taxpayer money."
25 She suggested that human resources would be a waste because BuildLACCD employees were
26 "adult[s]."

27 29. Later that same day, on or about July 22, 2015, SIERRA was talking to
28 TRINIDAD near LARA's desk. SIERRA glanced at LARA and said, "they hired another faggot."

1 LARA heard the hurtful comment and made eye contact with SIERRA. SIERRA paused and then
2 said, "oh look, it's married." SIERRA and TRINIDAD laughed.

3 30. Samara Jenkins, an employee or joint employee of AECOM, BuildLACCD, and
4 Doe Defendants overheard and approached LARA. Ms. Jenkins commiserated, "this program is
5 full of hateful people." She called SIERRA and TRINIDAD "evil."

6 31. LARA was deeply hurt and humiliated. LARA worked hard to feel comfortable in
7 his own skin and for the first time in as long as he could remember, LARA felt ashamed to be
8 gay.

9 32. Immediately after the incident, on or about July 22, 2015, LARA approached
10 Leister and Ray Loving ("Loving"), a Vice President of BuildLACCD and an employee and joint
11 employee of AECOM, BuildLACCD, and Doe Defendants to report the incident with SIERRA
12 and TRINIDAD referring to LARA as "faggot." Before discussing the incident, both Leister and
13 Loving told LARA to only report incidents to Leister, Loving, or Clara Kim ("Kim"), another
14 supervisor in the accounting department and an employee of HILL, AECOM, BuildLACCD, and
15 Doe Defendants. They reiterated that there was no "in house" human resources department.
16 Following these instructions, LARA verbally reported SIERRA and TRINIDAD's comments to
17 Leister. Leister responded that she would handle the issue.

18 33. LARA also reported the incident to Scott Pietroski ("Pietroski"), ITI Partner and
19 Chief Operating Officer. Pietroski suggested that SIERRA and TRINIDAD may be "testing"
20 LARA, then offered some insight into what he knew about the program and its reputation for
21 hostility.

22 34. On or about July 27, 2015, Leister emailed Maria Carvajal ("Carvajal"), the East
23 Los Angeles College ("ELAC") Program Director, "in order to assist your team on cleaning up
24 your current reported accruals, I would like to send Omar form [sic] the PMO Accounting
25 Department out to your site tomorrow morning. He will focus on assisting Blanca to understand
26 what needs to be done and walk her through the necessary steps in order to properly research each
27 item, especially since we need this cleaned up as soon as possible." Copied on to the email were
28 LARA, Blanca Felix ("Felix"), a part of the program management department, Loving, and Don

1 O'Neil ("O'Neil"), Director of Project Delivery for BuildLACCD and an employee of AECOM
2 and joint employee of BuildLACCD, and Doe Defendants.

3 35. Approximately 20 minutes later, Carvajal responded to Leister and all parties
4 copied to the email saying, "Not quite sure what you mean by 'cleaning up' our reported accruals
5 but for the good of the program we will accept this offer. Perhaps there is room for clarity on both
6 sides that is needed. We look forward to seeing her tomorrow"

7 36. Immediately, LARA realized that Carvajal referred to him as "her." He was
8 confused and taken aback. LARA had never met Carvajal and believed Omar was clearly a man's
9 name. LARA reported his concern to Leister and Pietroski. Neither took any action related to the
10 incident. Pietroski told LARA to "not give a fuck," and to "kill them with kindness."

11 37. On or about July 28, 2015, LARA went to ELAC and met with the manager of the
12 program controls department for the campus, Zoe Yang ("Yang") an employee or joint employee
13 AECOM, BuildLACCD, and Doe Defendants. Yang immediately began to speak with LARA
14 regarding LARA's sexuality. According to Yang, LARA was only hired because LARA is a
15 "faggot" and the equivalent of a woman. Yang called the Project Management Office, where
16 LARA works, "the hood." Yang called Leister a "cunt," and alleged that Leister has her
17 BuildLACCD job because she is the "fucking" owner of both PACIFICA and Loving. During
18 Yang's tirade, Yang called Loving a "nigger." Additionally, Yang speculated that Leister had a
19 "hard on" for Felix. Yang then turned her attention back to LARA and called him a "cocksucker."
20 Yang asked if LARA "bent over for others or if it was the other way around." Yang told LARA
21 that he would only last two weeks at BuildLACCD.

22 38. LARA was deeply offended and also very confused about how Yang, a person
23 LARA had never met, knew about LARA's sexual orientation. LARA quickly realized that Yang
24 worked under SIERRA.

25 39. At the end of July 2015, LARA reported Yang to Leister. Leister encouraged
26 LARA to "win them over at any cost," claiming that his "job depends on it." Leister told LARA
27 to not be "soft" and reminded him that "[his] job is in [his] hands, it's up to [him] to remain in
28 this position." She noted that LARA's position was new and suggested the position could be

1 eliminated. She reminded LARA, to submit all complaints to Leister, Kim, or Loving and told
2 LARA that complaints should never be put in writing. Leister suggested that she was concerned
3 that the program was being monitored because of the public money involved. Leister said that she
4 did not want anything bad to happen to LARA because LARA was a "good person."

5 40. Leister then transitioned to questioning LARA's masculinity and demeanor. She
6 told to him to display less stereotypically gay physical characteristics, such as facial expressions
7 and mannerisms, in order to be more of a "man." Leister told LARA to "bend over backwards
8 nice" and informed him that the harassment he was facing was part of the universe's plan for him.
9 Leister finished the conversation, "everyone has their eyes on you, everyone is looking at you.
10 Remember that it's very political."

11 41. In July 2015, LARA worked and reported 135.2 hours. However, LARA was not
12 paid the appropriate rate for his overtime and double time hours. Instead, he was paid his standard
13 hourly rate for all hours worked. For the month of July 2015, LARA worked approximately 34.7
14 overtime hours and 16.6 double time hours.

15 42. On or about August 3, 2015, LARA went to another campus, Los Angeles Harbor
16 College ("LAHC") and met with manager Hanan Sundiata ("Sundiata") an employee or joint
17 employee of AECOM, BuildLACCD, and Doe Defendants. Immediately, Sundiata told LARA
18 that before he arrived SIERRA called Sundiata. Sundiata stated that SIERRA told Sundiata that
19 LARA was an "obvious faggot," bad at his job, "disrespectful," "rude," a "know it all," a "jerk," a
20 "dictator," and a "replacement" for other people. As the day concluded, Sundiata told LARA that
21 she was surprised by how much she enjoyed working with him.

22 43. Based upon information and belief, Plaintiff alleges that in or around August 2015,
23 Sundiata reported her conversation with SIERRA about LARA to Sundiata's supervisors. No
24 action was taken.

25 44. On or about August 3, 2015, LARA verbally reported SIERRA to Leister and
26 Kim. No action was taken. Instead, Leister told LARA that this was part of the universe's plan for
27 LARA, LARA must strive to win over his co-workers, and that BuildLACCD is a very "political"
28 program where not everyone "makes it." Kim said LARA should learn how to "take it." Kim

1 threatened that SIERRA was politically connected and that LARA should avoid crossing her. It
2 became clear to LARA that SIERRA, who was Leister's equal in a separate department, was well
3 connected.

4 45. On or about August 3, 2015, Loving, Leister, and Kim warned LARA he was
5 bringing too many complaints and they were beginning to consider him a liability. However,
6 LARA was reminded, again, that he was only permitted to complain to one of the three of them.

7 46. On or about August 19, 2015, LARA went to Los Angeles Valley College
8 ("LAVC") to work with manager Max Mariscal ("Mariscal") an employee or joint employee of
9 AECOM, BuildLACCD, and Doe Defendants. When LARA arrived, an employee told him that
10 Mariscal was out to lunch with SIERRA. Mariscal left instructions for LARA to wait outside in
11 the August heat. LARA did as he was told. Mariscal and SIERRA arrived approximately an hour
12 and a half late. SIERRA saw LARA and said, "good, we made her wait." Despite this, LARA
13 extended his hand to Mariscal for a handshake. Mariscal refused the gesture. SIERRA then went
14 on a tirade against LARA. She told him to stop being a "know it all" and wondered out loud why
15 LARA was hired and why he was permitted to work directly with campus personnel. She mocked
16 the tone of LARA's voice and facial expressions. SIERRA then directed her rage at Leister,
17 claiming that Leister routinely dresses inappropriately and is incompetent.

18 47. Despite being upset, LARA attempted to put his feelings behind him in order to
19 complete his work for the day. SIERRA was his supervisor and LARA was required to work with
20 SIERRA closely in order to do his job. Throughout the interaction, SIERRA was visibly angry.
21 As LARA worked, he caught several mistakes that SIERRA made. As he pointed them out,
22 SIERRA reacted with intense hostility. When LARA's work was done, LARA showed SIERRA
23 the completed work for SIERRA to review and approve. LARA had been previously instructed to
24 reconcile all accounts before processing, however, SIERRA instructed LARA to leave SIERRA's
25 accounts unreconciled. LARA received confirmation from Leister that all accounts were to be
26 reconciled, which LARA did. Had LARA followed SIERRA's instructions, LARA would have
27 been blamed for significant errors within the system.

28 48. On or about August 21, 2015, LARA verbally reported SIERRA to Leister and

1 Kim. Leister and Kim implored LARA to grow a “thick skin” and suggested if he could not “win
2 people over” LARA would be fired. Kim told LARA that SIERRA had been with the project for
3 over ten (10) years and was indispensable. “If [Sierra] asks you to jump,” Kim said, “you jump.”
4 Kim demanded that LARA learn how to make SIERRA happy.

5 49. On or about August 21, 2015, LARA reported SIERRA’s actions to Pietroski.
6 Pietroski empathized with LARA, acknowledging BuildLACCD’s hostile atmosphere. Pietroski
7 told LARA to take all complaints to on-site managers, claiming he had no ability to do anything.
8 LARA felt he could talk to Pietroski and expressed concerns to him. LARA told Pietroski that
9 LARA was becoming severely fatigued and was experiencing several physical, mental, and
10 emotional symptoms including, but not limited to, nervousness, shaking, feelings of shame,
11 sadness, and depression. Pietroski advised LARA to “keep his head down” and to not take the
12 behavior directed at him too seriously.

13 50. In or around August 2015, Leister asked SIERRA to train LARA on program
14 controls department operations and processes in order to make LARA a more effective liaison
15 between the program controls department and the accounting department. SIERRA refused.

16 51. In or around August 2015, LARA verbally reported SIERRA to Leister, Kim, and
17 Pietroski.

18 52. On or about August 27, 2015, LARA was doing journal entries, an assignment
19 previously done by TRINIDAD. LARA asked TRINIDAD, LARA’s supervisor and close friend
20 of SIERRA, a simple question about BuildLACCD’s journal entry procedures. TRINIDAD began
21 screaming at LARA, hitting LARA’s desk, and telling LARA that he disgusted her. TRINIDAD
22 referred to LARA as a “princess,” a “queen,” and mocked LARA’s clothing. Ultimately,
23 TRINIDAD refused to help LARA and demanded LARA to ask Leister.

24 53. On or about August 27, 2015, LARA reported TRINIDAD’s behavior in writing to
25 Leister. Leister did not respond to LARA’s email. LARA then met with Leister and Kim. Kim,
26 again, refused to act and instead implored LARA to attempt to win over people. Kim claimed that
27 LARA’s mannerisms made other people in the office uncomfortable. Kim and Leister told LARA
28 to “man up” and to learn to navigate the politics of his job. Kim and Leister suggested that they

1 were afraid to take on SIERRA or TRINIDAD because they have been with the project for over
2 ten (10) years and were well connected. According to Leister and Kim, LARA's position with
3 BuildLACCD was tenuous. In order to improve his position with the project, Kim and Leister
4 suggested that LARA adjust the tone of his voice, his attire, and his mannerisms. LARA felt
5 offended but what he perceived as an attack on his sexual orientation.

6 54. In or around August 2015, LARA developed deep depression. He reported his
7 condition to Pietroski, Leister, and Kim. While Pietroski, Leister, and Kim agreed with LARA
8 that he was being mistreated, they stated that their hands were tied. LARA was especially upset
9 because he felt that AECOM was protecting SIERRA and TRINIDAD while they attacked him
10 simply because of his sexual orientation. LARA could not see a way he could be effective as a
11 liaison between the program controls and accounting departments when the supervisor of the
12 program controls department, SIERRA, and a manager in the accounting department,
13 TRINIDAD, were severely and pervasively harassing him and regularly refused to work with
14 LARA.

15 55. On or about August 27, 2015, Leister called LARA in for a meeting. Leister told
16 LARA that he was no longer entitled to overtime pay because LARA was an "exempt" employee
17 even though LARA was an hourly employee and there would be no change in LARA's job duties.
18 LARA understood that he was expected to work overtime, off the clock. LARA was confused at
19 the sudden change. When LARA asked Leister for clarity, Leister claimed that SIERRA
20 threatened to complain about LARA's hours to BuildLACCD. Leister suggested that she was
21 worried that such a complaint would threaten Leister's job with BuildLACCD.

22 56. On or about August 27, 2015, LARA sent Pietroski a text asking Pietroski's advice
23 on the change to LARA's compensation. "How do u [sic] go about handling hours worked, but
24 told you might not get paid for? I know how I would handle it, I just want to know how you
25 would? Call me if u [sic] can." Pietroski responded, "Call me on your way in tomorrow morning
26 - thanks."

27 57. On or about August 28, 2015, LARA spoke with Pietroski over the phone and
28 Pietroski criticized BuildLACCD, calling it a "dog-eat-dog" workplace. Despite this, Pietroski

1 told LARA that he was lucky to have the job because it paid well. He reminded LARA to report
2 any issues to on-site managers. LARA told Pietroski about the considerable difficulties he was
3 facing at work and expressed concern that SIERRA was undermining his ability to effectively do
4 his job while suffering SIERRA's harassment. LARA expressed that he did not feel he could
5 effectively work with the various campuses within BuildLACCD because SIERRA used her
6 connections at the various campuses to discredit LARA. Pietroski suggested that LARA was
7 merely tired from being overworked and that rest would solve the problem. Pietroski told LARA
8 to focus on the money LARA was making and to do what "they" asked him to do. Pietroski then
9 told LARA to "ignore the old ladies."

10 58. In or around August 2015, LARA met Senior Engineer, Enrique Castro
11 ("CASTRO"), an employee and joint employee of PACIFICA, AECOM, BuildLACCD, and Doe
12 Defendants. Leister asked TRINIDAD to bring LARA to CASTRO's desk. When they got there,
13 LARA introduced himself. CASTRO got up from his chair and groped LARA's upper body and
14 lower abdomen. LARA immediately asked CASTRO to stop touching him. LARA felt deep
15 shame and embarrassment not only because of the extremely inappropriate behavior but also
16 because employees in the surrounding area noticed CASTRO's conduct and were laughing.
17 CASTRO did not stop. CASTRO continued to touch LARA's stomach and lower back. LARA
18 physically pushed CASTRO away. CASTRO creepily stared at LARA and claimed he was joking
19 around and then made a comment about LARA's physique. LARA could only respond, "nice to
20 meet you," and walked away.

21 59. Based upon information and belief, Plaintiff alleges that CASTRO was a
22 supervisor. To wit, he had authority hire, transfer, promote, assign, reward, discipline, or
23 discharge BuildLACCD workers, or effectively recommend any of these actions. Based upon
24 information and belief, Plaintiff alleges CASTRO had responsibility to act on employee
25 grievances or effectively recommend action on said grievances. Based upon information and
26 belief, Plaintiff alleges that CASTRO had authority to direct the daily work activities of other
27 people. Based upon information and belief, Plaintiff alleges that said authority and/or
28 responsibility was more than routine or clerical and required independent judgment.

1 60. Based upon information and belief, Plaintiff alleges that at all relevant times
2 CASTRO's conduct was substantially motivated by Plaintiff's sexual orientation, gender, and
3 marital status.

4 61. Immediately after this interaction with CASTRO, TRINIDAD went to Leister and
5 Kim to discuss CASTRO's conduct. LARA also went to Leister and Kim to report CASTRO's
6 conduct. TRINIDAD explained to Leister and Kim that she was disgusted by what she witnessed.
7 After being apprised of all facts, Leister commented, "how inappropriate." No action was taken.
8 LARA grew more despondent as conduct directed at LARA within the project was escalating and
9 LARA's supervisors were either actively harassing him or doing nothing to stop it.

10 62. In or around August 2015, TRINIDAD and SIERRA approached LARA's cubicle.
11 Sierra said, "I wonder if his partner is a bitchy queen like this one." LARA could only bring
12 himself to respond "no."

13 63. In or around August 2015, LARA reported SIERRA's comment to Leister and
14 Kim. Leister told LARA that SIERRA and TRINIDAD were simply jealous of LARA's
15 education. Kim blamed the incident on LARA and told him to act more "like a man" and to "kiss
16 their ass" because he is the "new guy."

17 64. LARA felt hopeless, depressed, and his health was deteriorating.

18 65. In or around August 2015, LARA continued to be subjected to harassment by
19 several employees within the shared office space – SIERRA; Ruby Frankowski ("Frankowski"), a
20 manager in the program controls department and an employee of PACIFICA, AECOM,
21 BuildLACCD, and Doe Defendants; Birju Shah ("Shah"), an accounting and project manager in
22 the accounting department and an employee or joint employee of AECOM, BuildLACCD, and
23 Doe Defendants; Debra Villegas ("Villegas"), an accounting supervisor in the accounting
24 department and an employee and joint employee of PACIFICA, AECOM, BuildLACCD, and
25 Doe Defendants; and Annabelle Dizon ("Dizon"), a program control manager in the project
26 controls department and an employee or joint employee of AECOM, BuildLACCD, and Doe
27 Defendants. The group of employees mocked how LARA walked by referring to it as a "duck
28 walk," said that LARA was too "feminine," and claimed that LARA dressed too "gay." The

1 group laughed at LARA every time he got up to walk throughout the office. This took place in
2 front of the entire office staff. LARA was humiliated by these constant personal attacks of LARA.

3 66. In or around August 2015, LARA reported again the various incidents to Leister
4 and Pietroski. Leister and Pietroski declined to take any action. Pietroski also recounted a story of
5 another employee of ITI working for BuildLACCD, an African American woman who faced
6 similar harassment.

7 67. In or around August 2015, LARA arrived to work at 7:45 AM, 15 minutes before
8 the scheduled start of his shift. LARA went to the restroom and returned to his desk at 8:02 AM.
9 LARA was reprimanded by Leister for being late. At the end of the discussion with Leister,
10 LARA heard TRINIDAD, Villegas, and Shah exclaim, "Yes! We got him!" LARA was confused
11 by Leister's reprimand for leaving his desk. Typically, LARA and his co-workers enjoyed
12 flexibility.

13 68. For the month of August 2015, LARA worked approximately 168 regular hours;
14 approximately 114 overtime hours and approximately 60.5 double time hours. Again, for all
15 overtime and double time hours, LARA was paid his standard hourly rate.

16 69. On or about September 1, 2015, TRINIDAD was supposed to train LARA, but,
17 again, TRINIDAD refused. LARA immediately sent an email to both Leister and Kim. LARA
18 emailed Leister, "can you have Lorna show me the JE's [sic], I think she wants to do them alone."
19 LARA emailed Kim, "Lorna doesn't want to show me the JE's [sic], she took them and wants to
20 do them by herself, can you stop her [sic]." Only Leister replied and said, "I had a talk with her
21 and she will be working with you in [sic] these recent JEs. Please be open to her training and
22 show her that you are new and want to learn from her."

23 70. When LARA approached TRINIDAD a second time, TRINIDAD again refused to
24 work with LARA. Instead of offering LARA any training, TRINIDAD was aggressive and
25 wholly unhelpful. Again, LARA felt his job was impossible because TRINIDAD was one of his
26 supervisors in the accounting department.

27 71. On or about September 1, 2015, LARA verbally reported TRINIDAD's continued
28 refusal to work with LARA to Kim and Leister. Kim again told LARA to change his mannerisms.

1 Kim said that LARA was about to lose his job.

2 72. On or about September 3, 2015, LARA was extremely concerned about his first
3 month and a half at BuildLACCD. LARA asked Pietroski to have a discussion with Leister
4 regarding Leister's refusal to stop the harassment LARA was suffering.

5 73. On or about September 3, 2015, Pietroski texted LARA saying, "It was brief but
6 she says 'everything is good and you have been very instrumental in the program. ['] I mentioned
7 that it sounds like you have been working your butt off and that we received a letter approving all
8 your overtime and she said she knew all about it and everything's going good – she seemed really
9 nice and sincere and thinks your [sic] doing a great job. So just make sure your PLL is accurate
10 and if something makes you stay a little late one day make sure you only do 40 hours total for the
11 week like we talked about. It will settle down and you will like the old lady's [sic] there once it
12 does."

13 74. On or about September 11, 2015, Leister sent LARA a text message, "[i]t appears
14 that you may not have worked eight hours today. Let's discuss Monday." LARA responded, "I
15 wasn't feeling well and I was done with the invoices and following up with cpts, but I did work
16 more than 8 hours yesterday and the day before. I worked 7.5 hours today because I didn't take a
17 lunch, if ok with you, I could make it up Monday." Again, LARA was confused because other
18 BuildLACCD employees were given free rein to come and go as they pleased. Additionally,
19 LARA was told by Pietroski to ensure he was under 40 hours per week by working fewer hours
20 on some days to balance the days her worked extra hours. LARA was not aware of any other
21 BuildLACCD employee that were harassed about their work schedule.

22 75. On or about September 14, 2015, LARA emailed an employee a question.
23 Somehow, SIERRA came in possession of the email. SIERRA decided to humiliate and mock
24 LARA in front of a large group in the department, and read LARA's emails aloud in an
25 unnaturally feminine tone. LARA, again, felt humiliated and singled out because he was being
26 mocked for being gay.

27 76. On or about September 14, 2015, LARA reported SIERRA's conduct to Leister in
28 an email: "Just an FYI, Saori is mocking my emails sent to Ann with other employees. She is

1 mocking word by word what I said, loud enough for me to hear all the way here and she is
2 laughing at them too. That's disgusting and unprofessional."

3 77. LARA's mental health continued to sharply decline. LARA noticed feeling
4 significantly worse each and every day. LARA was anxious, nervous, and depressed. These
5 experiences were new for LARA as he had previously always had good health. LARA reduced
6 the time he spent with family.

7 78. On or about September 15, 2015, Leister told LARA to get stacks of paper from
8 TRINIDAD's desk and begin working on them. TRINIDAD was not at her desk at the time so
9 LARA, doing as he was told, grabbed the thick stack of papers from TRINIDAD's desk. Leister
10 told TRINIDAD that LARA had the papers. TRINIDAD went to LARA's desk and violently
11 attacked LARA. TRINIDAD punched LARA's desk and snatched papers from his hand, cutting
12 him in the process. LARA opened his palm and looked down, he was bleeding. In her rage,
13 TRINIDAD left her papers on LARA's desk.

14 79. LARA waited for TRINIDAD to calm down and went to return the papers. LARA
15 wanted to explain that he was simply doing what Leister told him to do. When LARA got to
16 TRINIDAD's desk, TRINIDAD yanked the papers out of LARA's hands and threw the stack of
17 paper at LARA. LARA shielded himself with his left arm. The stack of papers hit LARA directly
18 on the wrist and LARA heard a pop and saw his wrist bend violently back causing severe pain.

19 80. On or about September 15, 2015, LARA verbally reported the incident to Leister
20 even though she was a witness.

21 81. On or about September 18, 2015, LARA was tasked with finishing financial close-
22 outs he deemed as past-due. As part of the task, Leister told LARA to get support from Villegas
23 and Shah. While working with Villegas and Shah, LARA was subjected to extreme hostility.
24 Villegas referred to LARA as a "fucking idiot." Shah referred to LARA as a "gay fucker." Later
25 on, Shah and Villegas had a terrifying exchange with TRINIDAD in front of LARA. Shah said
26 that in his native country they "kill gays" and "no one cares." TRINIDAD responded with mock
27 concern, "as long as they don't kill my Puto." Puto is a Spanish slur for "faggot."

28 82. On or about September 18, 2015, LARA approached Frankowski regarding a

1 question and Frankowski turned to LARA and yelled, "I fucking hate you, you know I fucking
2 hate you, right?"

3 83. On or about September 18, 2015, LARA sent a text message to Pietroski regarding
4 the hostility of the BuildLACCD workplace. LARA began the conversation, "[t]his place is
5 starting to become a hostile environment...I complained so many times already...I don't know
6 anymore." Pietroski replied with three text messages. First, "[h]mmm...[p]eople not giving you
7 what you need to work or just doing it with attitude?" Second, "[t]ry killing them with kindness!"
8 Third, "[c]all me when you can and I will let you know what I have learned about the place. It's
9 not just you and your department, so try not to take it too personal. It's all over the place
10 including other departments as well."

11 84. As the incidents piled up, LARA became more depressed. The combination of the
12 extreme hours, the lack of overtime pay, and the personal abuse and harassment was too much for
13 LARA. LARA was at a loss for what he should do next and began to consider leaving
14 BuildLACCD.

15 85. Later in the day, on or about September 18, 2015, LARA sent Pietroski another
16 text message saying, "If I resign today, how much will u [sic] pay me and how soon?" Pietroski
17 asked LARA to call him the following day.

18 86. On or about September 19, 2015, LARA called Pietroski and informed Pietroski
19 that he was ill and felt he could no longer handle the harassment at BuildLACCD. Pietroski
20 responded that LARA should not "give a fuck." Pietroski suggested that the harassment was
21 because the employees at BuildLACCD were miserable. The conversation then moved to
22 LARA's wrist injury stemming from when TRINIDAD threw papers at LARA. Pietroski told
23 LARA that since LARA's hours had calmed down since August, LARA's experience would get
24 better. LARA reminded Pietroski that just because the time sheets showed less hours, LARA was
25 still working similar hours as he was in July 2015 and August 2015 but simply not getting paid
26 for those additional hours. Pietroski told LARA to refer all problems to LARA's on-site manager.

27 87. Throughout September 2015, LARA was subjected to several humiliating and
28 harassing incidents. For example,

1 a) Frankowski told LARA that his “heels” were higher than hers.
2 b) CASTRO placed his crotch on LARA’s arm.
3 c) SIERRA and Frankowski told LARA, “we don’t train gays,” and called him a
4 “princess.” Frankowski exclaimed, “I fucking hate you, you know I fucking hate you.” SIERRA
5 laughed and expressed that she would not train LARA because he was too “soft.” SIERRA
6 demanded that LARA stop documenting incidents.

7 d) CASTRO sent LARA a text message that said, “Hey bitch guess who wanted to
8 spank you?” LARA was disgusted and did not respond. LARA did not give CASTRO his phone
9 number.

10 88. On or about September 22, 2015, Leister called a meeting with Villegas, Shah, and
11 TRINIDAD to discuss their treatment of LARA. Villegas, Shah, and TRINIDAD denied any
12 wrongdoing. Leister accepted Villegas, Shah, and Trinidad’s version of events claiming,
13 “majority wins.”

14 89. LARA called Leister that evening to follow up. Leister told LARA that she
15 previously warned LARA about the “politics” of the program. Leister concluded the call by
16 stating he needed to do what it takes to win people over.

17 90. On or about September 28, 2015, LARA sent Leister an email requesting a
18 meeting with SIERRA to clear the air and work towards a healthier work environment.

19 91. On or about September 30, 2015, Leister and LARA met with SIERRA to discuss
20 her treatment of LARA. During the meeting, SIERRA stated that the program controls
21 department would not work with LARA because he is too feminine and the accounting
22 department “hates him.” SIERRA further expressed that their hair “goes up” and skin “goes red”
23 when they come in contact with LARA. During the meeting, SIERRA represented that her
24 department was looking to hire a new employee.

25 92. On or about September 30, 2015, LARA, concerned that he would lose his job,
26 emailed Leister about the incoming employee mentioned in the meeting. Additionally, LARA
27 expressed concerns that he did not “fit in.” Leister did not respond to LARA’s email.

28 93. In or about late September 2015, Leister moved LARA’s desk to a new cubicle

1 closer to Shah, Villegas, and TRINIDAD. The new cubicle immediately exacerbated LARA's
2 wrist injury due to the fact that the new cubicle was tiny with an awkward layout that did not
3 allow LARA the space needed to protect his wrist. The new set up also forced LARA to painfully
4 crane his neck and strain his eyes. LARA had an extremely difficult time seeing the screen.

5 94. Throughout September 2015, LARA reported and was paid for approximately 183
6 hours at his standard hourly rate. LARA was not compensated for approximately 113.15 overtime
7 hours and approximately 26.7 double time hours.

8 95. On or about October 1, 2015, LARA again seriously considered leaving
9 BuildLACCD. He text messaged Pietroski a question about whether he had accrued sick leave.
10 Pietroski responded, "I will have to look for you." Pietroski quickly added, "Hey – Tuesday I had
11 a meeting with some others and I went to bat for you...I got the full amount of your yearly raise
12 moved up! So this week it will go up the full \$3.50 – not just the \$1.50!" LARA was grateful for
13 the increased pay and, reconsidered leaving BuildLACCD.

14 96. On or about October 1, 2015, LARA sent Leister a text message to ask about his
15 job security. Leister responded, "Omar I am not going to address this in a text. We will discuss
16 this when you are in the office."

17 97. In or about October 2015, LARA, still concerned about his job security, asked
18 Pietroski to contact Leister about LARA's status with BuildLACCD.

19 98. On or about October 9, 2015, Pietroski sent LARA an email outlining his
20 conversation with Leister. Pietroski wrote at the top, "she *genuinely likes you and thinks your*
21 *[sic] a really smart guy*. Leister also told Pietroski that LARA's job was not in jeopardy but that
22 Leister did discuss some issues she had with LARA's work. Leister told Pietroski that she felt she
23 had to "micro manage" LARA and noted that LARA needed to acclimate better with his peers.
24 According to Pietroski's email, other than these minor "issues" LARA was doing a fine job at
25 BuildLACCD.

26 99. On or about October 9, 2015, TRINIDAD subjected LARA to another harassing
27 encounter. TRINIDAD was speaking Tagalog to a colleague, a language that LARA is familiar
28 with. LARA's husband is Filipino and they attempt to teach each other their native languages.

1 During the conversation, TRINIDAD referred to LARA as “Bakla” a term LARA believed to be a
2 derogatory term for “Gay” in Tagalog. The colleague looked at LARA, laughed, and walked
3 away.

4 100. On or about October 12, 2015, LARA reported TRINIDAD to Pietroski in writing.
5 On the same day, Pietroski replied, promising to forward the complaint to the AECOM human
6 resources department. When Pietroski asked, AECOM did not respond and provide contact
7 information for a human resources representative. Pietroski then promised to forward the email to
8 the proper person.

9 101. LARA was confused regarding Pietroski’s mention of a human resources
10 department. LARA was told many times that there was no human resources department attached
11 to BuildLACCD. Yet, Pietroski was offering to send a complaint to a human resources
12 representative. LARA attempted to take an optimistic route and was hopeful that this interaction
13 with Pietroski and Leister would get AECOM involved and the severe and pervasive harassment
14 LARA was subjected to would stop.

15 102. On or about October 12, 2015, Leister sent an email to various BuildLACCD
16 campus teams announcing that LARA was removed from the campus level financial close out
17 process. Leister claimed that LARA was always only supposed to be a temporary part of the
18 close-out process.

19 103. Several people responded to Leister’s email to express their gratitude at the hard
20 work LARA put into the process. Kathleen Radcliffe from Pierce College wrote, “I really
21 appreciate Omar’s recent efforts-helps [sic] with our DTOs & FCOs.” Gary Martinez from Los
22 Angeles Mission College wrote, “Omar has been a great help to our group.”

23 104. That night, on or about October 12, 2015, Leister sent an email to the accounting
24 department with a breakdown of each employee’s daily schedule. LARA was confused. In
25 LARA’s experience, the department was very relaxed about scheduling, many employees arrived
26 and left when they pleased and took significantly extended lunches. LARA was not alone in his
27 confusion.

28 105. On or about October 16, 2015, Shah approached Leister to complain about a task

1 LARA was assigned. Shah claimed that LARA was “new” and “didn’t know anything.” Leister
2 responded, “Bijru, you don’t like Omar because he’s gay, but you need to put your differences
3 aside and respect him.”

4 106. On or about October 16, 2015, LARA requested that Leister move his desk back
5 due to wrist pain and eyesight issues. Leister did not accommodate the request.

6 107. On or about October 21, 2015, TRINIDAD forced LARA to remove two overtime
7 hours from his September time sheet. These two hours were previously approved by his
8 supervisor.

9 108. On or about October 26, 2015, LARA saw Dr. David Scharf, a neurologist. LARA
10 was experiencing neurological and psychological symptoms that concerned him such as constant
11 shaking, nervousness, feelings of fearfulness, and stuttering. Dr. Scharf told LARA that the
12 symptoms were due to social anxiety. At the end of the appointment, Dr. Scharf gave LARA a
13 doctor’s note confirming LARA’s appointment. When LARA went back to work that day, he
14 attempted to hand the doctor’s note to Leister, however LEISTER refused the doctor’s note
15 stating she “trusted” LARA.

16 109. In or around October 2015, LARA informed Pietroski about the medical issues he
17 was experiencing as a result of the workplace harassment. Pietroski responded that the program
18 was not for everyone and stated that LARA could figure it.

19 110. In or around late October 2015, LARA could no longer cope with his growing
20 health concerns by himself and sought additional medical help.

21 111. On or about October 28, 2015, LARA sent Leister an email notifying her of
22 several upcoming doctor’s appointments. “Also, I have a doctor’s appointment Friday at
23 10:30AM (this one might take a long time because they found something), Monday at 8AM
24 (check up for Friday’s) and Tuesday at 7AM (Check-up for Friday’s). I don’t think they will take
25 long, but in case they do, at least you know why. I have written the times on the white-board.”

26 112. On or about October 29, 2015, Pietroski became aware of LARA’s new September
27 time sheet. Pietroski was surprised about the removed hours and wrote LARA an email stating,
28 “[i]t was just brought to my attention that you updated your PLL for September??? On October

1 21st??? It looks like you lost 2 hours on your September PLL?” LARA responded that
2 TRINIDAD forced him to remove the two previously approved hours. LARA also reiterated that
3 he did, in fact, work the hours. Pietroski responded “[s]ounds good. Please make sure that on your
4 PLL you do not: Exceed 40 hours per week[,] Exceed 8 hours per day. Either one of these is
5 considered overtime and we no longer have approval for overtime.”

6 113. On or about October 30, 2015, LARA went to his doctor’s appointment.

7 114. In or around October 2015, LARA reported and was paid for 154.5 hours at his
8 standard hourly rate. LARA was not compensated for approximately 5 regular hours,
9 approximately 70.7 overtime hours, and approximately 2.9 double time hours.

10 115. On or about November 2, 2015, LARA went to a doctor’s appointment.

11 116. On or about November 3, 2015, LARA went to a doctor’s appointment. When
12 LARA arrived at work that day he attempted to give a doctor’s note to Leister. Again, Leister told
13 LARA not to give her any doctor’s notes. Leister claimed she didn’t need one because she
14 “trusted him.”

15 117. Later that day, on or about November 3, 2015, Leister told LARA to bring a paper
16 to TRINIDAD. When LARA got to TRINIDAD’s desk, TRINIDAD refused to touch the paper
17 LARA brought to her. LARA reported the incident with TRINIDAD to Leister.

18 118. In or around November 2015, TRINIDAD and SIERRA told LARA that he was a
19 “girl” for reporting incidents to human resources. They continued that LARA should die because
20 he is gay.

21 119. On or about November 5, 2015, LARA arrived to work early. On his way up to his
22 desk, LARA stopped by the office kitchen to microwave his breakfast and prepare a cup of
23 coffee. As soon as LARA’s breakfast was ready, he went to his desk. When LARA sat down in
24 front of his computer, he experienced a technical issue. LARA took his computer to the IT
25 department. Worried that Leister might think he was late LARA emailed her, “I was in [sic] time
26 today, on my way up, I stopped by the kitchen to drink and prepare something hot...just in case
27 you hear other wise [sic].” Leister responded to LARA stating, “Your arrival time at your desk
28 and ready for work today was 8:15; if you are running late it is not suggested that you stop at the

1 kitchen to prepare drinks. My records will reflect 8:15 as today's arrival time." LARA was
2 concerned and attempted to reason with Leister over email. Leister simply responded to LARA
3 that his "supervisor" told Leister that LARA was late. LARA's supervisor was TRINIDAD.

4 120. On or about November 5, 2015, LARA responded that he wanted to speak with
5 Leister in person, "Can we go over this before EOD please?" LARA also asked, since his
6 schedule had suddenly become so precise, if he could leave at 4:30 because he only took a 30-
7 minute break rather than an hour-long break. Leister replied, "I believe we have unfortunately
8 exhausted this issue through numerous back and forth emails. I have not approved any work hour
9 time change, so you are expected to work 8:00-5:00. Please note that you were late today so your
10 leave time would be 5:15."

11 121. On or about November 5, 2015, LARA called Pietroski to discuss his experience
12 with BuildLACCD. LARA told Pietroski that he had been verbally reporting his harassment
13 complaints because Leister required him to do so. LARA also told Pietroski that he was
14 concerned because Leister had not taken any action. The conversation became about LARA's
15 continued uncompensated overtime hours. Instead of taking any action, Pietroski, as if a robot,
16 repeated his mantra and told LARA to make sure he only worked 40 hours per week with no
17 overtime.

18 122. On or about November 10, 2015, Leister and Loving told LARA to only report
19 incidents to Lorraine Robles-Dittes ("Robles-Dittes"), an office administrator and an employee of
20 AECOM and BuildLACCD. Leister and Loving told LARA that she was the new "in-house"
21 human resources representative for BuildLACCD. LARA and Robles-Dittes had a wide ranging
22 discussion, including an overview of the issues that LARA was having with BuildLACCD.
23 During the discussion, LARA mentioned that he had retained an attorney and was considering
24 various legal options. Robles-Dittes told LARA that he should not pursue a lawsuit because he
25 would undoubtedly lose.

26 123. That same day, on or about November 10, 2015, LARA was presented with a
27 performance improvement plan ("PIP") instituted by AECOM. Leister was listed as LARA's
28 manager and Robles-Dittes was listed as the HR specialist.

1 124. The reason for the PIP was broken into two parts: part one was comprised of
2 alleged tardy and absenteeism issues and part two revolved around complaints that LARA “makes
3 budgetary decisions without direction or clear knowledge of the process that has resulted in
4 financial hardship for the project and many hours to remedy the situation.” LARA was surprised
5 by both allegations.

6 125. On or about November 11, 2015, LARA felt that BuildLACCD was doing
7 everything it could to make LARA leave and felt it was no longer worth his health and peace of
8 mind to remain. Due to intolerable working conditions, LARA submitted his two-week notice.
9 LARA was hopeful that his resignation would put a stop to the severe and pervasive harassment.

10 126. On or about November 11, 2015, Leister told LARA’s colleagues that he was
11 leaving the program. Leister asked BuildLACCD to show LARA respect during his last two
12 weeks.

13 127. On or about November 12, 2015, SIERRA, TRINIDAD, Villegas, Shah, and other
14 employees were discussing LARA’s departure within earshot of LARA. One of them said “finally
15 the fag is leaving.” The rest laughed.

16 128. On or about November 13, 2015, LARA reported the comment to Leister. Leister
17 responded by email, “[s]orry Omar, I guess this is just one more reason why this environment is
18 not good for you and I know you will find much happiness in your future endeavors.”

19 129. Then, on or about November 13, 2015, Leister called LARA into a private office
20 for a meeting. She wanted to persuade LARA to stay with BuildLACCD. The conversation
21 shifted to LARA’s experience with BuildLACCD. Leister noted BuildLACCD’s “hostile”
22 environment and the “harassment” LARA was subjected to. Leister apologized. The conversation
23 then shifted and Leister asked LARA if he obtained legal representation. When LARA told her
24 that he had obtained legal representation, Leister became visibly concerned. Leister claimed that
25 she empathized with LARA’s experience but claimed her “hands were tied.” In reality, Leister
26 had claimed, Loving and Bill O’Dell (“O’Dell”), deputy program director and an employee of
27 AECOM, BuildLACCD, and Doe Defendants “called the shots.”

28 130. Leister asked for LARA to rescind his resignation letter, that she could convince

1 AECOM to have him back. LARA told Leister that he was too depressed and ill to stay and
2 explained that he was seeking medical treatment because of the harassment he faced at
3 BuildLACCD. Leister asked LARA to trust her and that she could make changes that would keep
4 him safe. LARA declined. LARA felt he could trust no one at BuildLACCD.

5 131. As a last ditch effort, LARA asked if he could be transferred elsewhere in the
6 project. Leister declined, claiming that his mental disability would preclude him from working
7 anywhere. She stated that if LARA worked elsewhere, he would be fired as soon as his new
8 supervisor discovered his mental condition. Leister claimed during the meeting that the
9 harassment LARA experienced was an effort to force him to leave the project.

10 132. Leister left the meeting and announced to the rest of the office that LARA was
11 interested in rescinding his resignation. Leister returned to her desk and emailed LARA a referral
12 to a psychologist. A true and correct copy of Leister's email is attached hereto as Exhibit B.

13 133. On or about November 16, 2015, LARA made a written complaint of several
14 incidents to Robles-Dittes. LARA reported the recent, "finally the fag is leaving" comment, the
15 extreme harassment he was subjected to at BuildLACCD, and his concern regarding the sudden
16 strictness of his schedule. LARA knew it was likely that no action would be taken in response to
17 this written complaint, however, LARA felt it was important that his experience was recorded in
18 writing.

19 134. On or about November 16, 2015, LARA was sitting at his workspace. TRINIDAD
20 passed by, looked at LARA, and mockingly called LARA "gay" for no apparent reason. LARA
21 attempted to pay it no mind and walked to the back office to pick up a page he printed. As LARA
22 was waiting, SIERRA passed by and called him "princess." Shah overheard and laughed. LARA
23 had a panic attack, went to the restroom, and vomited.

24 135. On or about November 16, 2015, LARA reported TRINIDAD and SIERRA to
25 Robles-Dittes. Robles-Dittes told LARA that she would call him as soon as she got to her desk.
26 Meanwhile, LARA stayed in the bathroom for another thirty minutes suffering the panic attack.
27 When LARA was able to overcome his panic attack, he left the bathroom.

28 136. As soon as LARA returned to his desk, Leister asked where he had been. LARA

1 wanted to lash out, but restrained himself. LARA calmly walked to Kim's desk to report what
2 happened. Kim blamed the incident on LARA's clothing, mannerisms, and hairstyle. LARA felt
3 numb. To put the complaint in writing, LARA sent Kim a text message saying, "even though I
4 took your advice to ignore Saori's and Lorna's hostility, I am still being harassed even after
5 submitting a two-week notice. This is so wrong. I will rest now. Have a good day."

6 137. Seconds after sending the text, LARA received a call from Robles-Dittes, Leister,
7 and Kim. Robles-Dittes, Leister, and Kim took down LARA's statement but took no action.
8 Leister commented that LARA should "just put up with it for a few more days."

9 138. Minutes after the phone call, Kim responded to LARA's text saying, "I understand
10 but it's also your responsibility [sic] to curve your temper too. I do understand your feelings
11 though. Lets [sic] try again tmw [sic] and im [sic] sry [sic] about what you are going thru [sic]. I
12 do believe that you are strong enough to leave a good lasting impression on the program in the
13 remaining 2 wks [sic]." A true and correct copy of Kim's text message is attached hereto as
14 Exhibit C. LARA was severely depressed and did not know how he could respond to such a
15 message.

16 139. On or about November 16, 2015, after all of these communications, LARA sent
17 Leister a text message saying, "I am actually not feeling well at all, I am just going to go home, I
18 feel like I am going to vomit." Leister responded, "oh no! Go home and feel better." LARA's
19 panic and anxiety were so intense that he could not see. LARA had to call his husband to pick
20 him up because he did not feel it was safe for him to drive.

21 140. On or about November 16, 2015, LARA informed BuildLACCD that November
22 16, 2015 would be his last day. While LARA did his best to remain with the project for his entire
23 last two weeks, LARA could no longer handle being harassed.

24 141. While LARA was waiting for his husband to pick him up, Robles-Dittes and
25 O'Dell called LARA, wishing to pursue what they called a "settlement" with LARA if he was
26 intent on leaving. Over the phone, LARA informed them that he was feeling weak and tired and
27 that he was waiting for his husband to pick him up. Then, they asked if he would remain with the
28 program for a few days as they determined an appropriate "settlement." Both of them were aware

1 that LARA had retained counsel at this point. Robles-Dittes and O'Dell asked LARA to bring in
2 the "retainer" to ensure that LARA was not getting "ripped off." Robles-Dittes and O'Dell
3 promised to re-structure the department to prevent harassment, pay for damages, and cover
4 LARA's attorney's fees if LARA agreed to remain at BuildLACCD while they prepared a
5 "mutual agreement contract." LARA believed that they meant well and attempted to abide by
6 their terms.

7 142. On or about November 17, 2015, LARA handed his retainer agreement to Robles-
8 Dittes. LARA quickly realized that the arrangement was not noble and attempted to leave. Leister
9 and Kim blocked the elevator, preventing LARA from leaving. Leister and Kim told LARA that
10 TRINIDAD was fired and that he should remain with BuildLACCD so LARA could see if
11 Robles-Dittes and O'Dell could "deliver what was promised."

12 143. On or about November 17, 2015, LARA was diagnosed with Post Traumatic
13 Stress Disorder ("PTSD") and began receiving therapy.

14 144. On or about November 17, 2015, Leister offered LARA an arrangement for his
15 remaining time with BuildLACCD that she called a "settlement." The arrangement allowed
16 LARA to stay at home for his remaining time and AECOM, rather than ITI, would pay a full time
17 wage for LARA's remaining time without needing to work. Leister claimed she had authority to
18 offer the "settlement" from upper management. During the conversation, Leister apologized for
19 behavior that LARA encountered, LARA said he would consider the arrangement.

20 145. On or about November 17, 2015, LARA put Leister's offer in writing in the form
21 of an email to Leister. Leister and Loving responded with a carefully crafted email saying,
22 "AECOM is offering to pay you through your original agreed last day as a courtesy. If you
23 choose not to accept this you are welcome to remain working on this program and in this
24 department until your agreed last day."

25 146. On or about November 18, 2015, Robles-Dittes called a meeting with LARA to
26 discuss the letter he sent her on or about November 16, 2015. During the meeting, Robles-Dittes
27 suggested that LARA should not consider a lawsuit. Robles-Dittes claimed that AECOM was too
28 powerful to defeat in a lawsuit. Robles-Dittes also claimed that LARA's various mental health

1 problems would stop LARA from working elsewhere without a recommendation from
2 BuildLACCD. Robles-Dittes then asked him to reconsider leaving, claiming that Leister and
3 Loving would be leaving the program.

4 147. On or about November 20, 2015, LARA emailed Pietroski to put a previous
5 conversation over the phone in writing. LARA wrote to Pietroski about being forced to work
6 overtime hours without compensation. Instead of acknowledging the conversation, Pietroski
7 wrote, "[n]o idea what you are talking about Omar. To my recollection this conversation never
8 occurred." The occurred through text message and over the phone on or about August 27, 2015.
9 LARA then called Pietroski on the phone and spoke of how LARA was being forced to work off
10 the clock under the guise of being "exempt." Pietroski took no action and claimed to be unaware
11 that unpaid hours were an ongoing issue for LARA.

12 148. On or about November 20, 2015, LARA informed BuildLACCD that it would be
13 his last day.

14 149. On or about November 20, 2015, CASTRO messaged LARA on LinkedIn and
15 wrote, "Hey Omar, I haven't seen you at work. I will be on vacation next week. What is going
16 on?" Additionally, CASTRO sent LARA several unwanted, sexually explicit text messages.

17 150. On or about November 20, 2015, LARA reported CASTRO to Robles-Dittes.
18 Robles-Dittes took no action.

19 151. On or about November 23-25, 2015, Robles-Dittes asked LARA to come to
20 BuildLACCD's offices to "negotiate" with her and O'Dell.

21 152. In or around November 2015, LARA submitted his final time sheet to Robles-
22 Dittes. This was standard procedure. LARA reported and was paid for approximately 102 hours at
23 his base hourly rate. LARA was uncompensated for overtime and double time hours.

24 153. On or about November 30, 2015, Pietroski contacted LARA to ask why his final
25 time-sheet was not submitted. LARA told Pietroski that he submitted his timesheet like he always
26 does. LARA then sent a text message to Robles-Dittes saying, "Hi Lorraine, hope all is well. Just
27 checked my phone and I have Scott from my previous agency missed calls and emails requesting
28 my November 2015 PLL. I told him I emailed it to you. Will you please reach out to him when

1 you have a minute. [sic] Thank you.”

2 154. On or about December 1, 2015, LARA sent a follow up text message to Robles-
3 Dittes because he had not received a response.

4 155. On or about December 1, 2015, Robles-Dittes responded to LARA’s text message,
5 “Hi Omar! We’re still working on it...as soon as we get an answer I’ll call you, hopefully soon.
6 Hope your [sic] doing well.”

7 156. On or about December 2, 2015, LARA sent another text message to Robles-Dittes
8 saying, “Good morning Lorraine, my check was suppose [sic] to get released today and it was
9 not, Scott told me that it’s been held until submitted by PMO.” Robles-Dittes responded, “I will
10 look into this and get back to you ASAP.”

11 157. On or about December 3, 2015, LARA, responding to a text message from Robles-
12 Dittes, wrote, “Hi Lorraine, how are you? How long do you anticipate the issue getting
13 resolved?” Robles-Dittes replied, “Just waiting for the attorneys, I do need you to correct your
14 labor log, you billed 8 hours on 11/24 to HR. Can you include the other task you worked on and
15 send it over ASAP, thanks. [sic]”

16 158. This delay concerned LARA and LARA believed that BuidLACCD was not
17 paying his final paycheck on purpose. LARA asked Robles-Dittes to email him his time sheet so
18 he could expedite the process. Robles-Dittes eventually emailed the time sheet, after another
19 follow up message from LARA. BuildLACCD had an issue with the description of LARA’s work
20 on November 24, 2015. LARA had written “HR,” an accurate description. LARA was told to
21 come to the office on November 24, 2015 to discuss his experience at BuildLACCD with Robles-
22 Dittes.

23 159. On or about December 3, 2015, LARA added another task to his time sheet as was
24 instructed by Robles-Dittes.

25 160. On or about December 4, 2015, Pietroski contacted LARA and instructed LARA
26 to alter his timesheet. “You modified your PLL and returned it to HR last night correct? Just
27 supply them the new PLL, signed so that they can process it. They are aware that it is holding up
28 Integration Technology, Inc. billing and are processing.”

1 161. On or about December 7, 2015, LARA's attorney sent a letter to Integration
2 Technology, Inc. regarding the delay with LARA's last paycheck.

3 162. On or about December 9, 2015, LARA's last paycheck was deposited into his bank
4 account.

5 163. On or about December 16, 2015, David Marquez, LARA's therapist, noted in a
6 letter that LARA was presenting symptoms of PTSD and had been in therapy since November 17,
7 2015 and required treatment two times per week at a cost of \$190.00 per session. LARA did not
8 have health insurance from his job at BuildLACCD. LARA provided the letter to Robles-Dittes,
9 Leister, Kim, Loving, Pietroski, and AECOM's counsel. The cause of the harm was listed as
10 "sexual harassment at work."

11 164. On or about December 18, 2015, Pietroski contacted LARA and attempted to
12 persuade LARA to return to BuildLACCD.

13 165. On or about December 18, 2015, LARA was sent a letter of reinstatement to return
14 to BuildLACCD in his original capacity with a deadline to accept by December 23, 2015. The
15 central component of their pitch to LARA was that TRINIDAD was no longer with
16 BuildLACCD. On or about December 19, 2015, LARA determined that he would not return to
17 BuildLACCD.

18 166. However, on or about December 19, 2015, Pietroski sent LARA a text message
19 asking LARA to call him. When LARA called Pietroski, Pietroski again attempted to convince
20 LARA to return to BuildLACCD. Pietroski pitched that many changes happened or were
21 underway at BuildLACCD and urged LARA to sign the reinstatement letter.

22 167. On or about December 23, 2015, LARA again decided not to return to
23 BuildLACCD. After LARA declined the reinstatement offer, Pietroski, Robles-Dittes, and O'Dell
24 continually called and sent text messages to LARA in an attempt to convince him to return to the
25 BuildLACCD project. LARA began to wear down under the constant pressure.

26 168. On or about December 25, 2015, LARA again declined to return to BuildLACCD.
27 However, on or about December 25, 2015, Pietroski emailed LARA's attorneys and claimed that
28 LARA agreed to return to BuildLACCD.

1 169. On or about December 28, 2015, Pietroski sent LARA a text message saying, "Hi
2 Omar – please sign and return the reinstatement letter ASAP so I can let LACCD know to expect
3 you on the 11."

4 170. On or about December 29, 2015, LARA replied, attempting to direct Pietroski to
5 his attorney. "Hi Scott, were you able to communicate with Geoffrey yesterday?" Pietroski
6 quickly replied, "Yup. If you want call me. Easier."

7 171. Pietroski offered to revise the PIP. Pietroski told LARA to mark up the PIP to
8 remove things that he was concerned about and that Pietroski would try to get the marked up PIP
9 through the HR people. A true and correct copy of the PIP given to LARA by BuildLACCD and
10 AECOM along with LARA's comments as requested by Pietroski is attached as Exhibit
11 D. Pietroski said BuildLACCD is more interested in a "reset" and moving forward than the PIP.

12 172. On or about January 4, 2016, LARA relented under the pressure and agreed to
13 return to BuildLACCD. AECOM ultimately agreed to waive the PIP from November 2015.
14 AECOM also agreed that LARA would only work in the capacity he was hired for, liaison
15 between the program controls and accounting departments.

16 173. On or about January 4, 2016, Pietroski claimed that BuildLACCD made
17 significant alterations to the program controls department. LARA talked himself into feeling
18 assured that things would be different.

19 174. On or about January 5, 2016, LARA signed his letter of reinstatement to return to
20 BuildLACCD.

21 175. On or about January 11, 2016, LARA returned to BuildLACCD.

22 176. Plaintiff alleges, based upon information and belief, that Defendants never
23 intended to abide by any of their promises, and only brought Plaintiff back under false pretenses
24 to create a paper trail to help them in a future lawsuit. Defendants' believed that setting up LARA
25 for termination would somehow strengthen their hand in litigation. As such, Defendants acted
26 with malice, oppression, and fraud.

27 177. Soon after LARA's return to the program, Loving made it known throughout the
28 office that he disliked LARA and wanted to fire him as soon as possible. It was clear that

1 LARA's colleagues did not want to engage with LARA.

2 178. Soon after his first day, LARA was flooded with work and trainings, enough for
3 several employees. For example, LARA was given responsibility for the Multiple Award Task
4 Order Contracts ("MATOC") solicitation process. MATOC alone is a high-volume, full-time job
5 and was formerly the sole responsibility of a Business Analyst. LARA was required to attend five
6 trainings in one day where he was forced to sign off that he was trained even though the
7 "training" was, in fact, insufficient and did not meet the standards set out by BuildLACCD's
8 forms. LARA was concerned because he was under the impression that he would only be working
9 in his originally defined role.

10 179. Additionally, LARA was concerned that he was not allowed time to attend his
11 therapy sessions, an important condition of LARA's return to BuildLACCD. Not only was LARA
12 assigned enough work for multiple employees and held to rigid schedules that did not allow
13 LARA to attend his appointments, LARA was also directly denied leave to attend his
14 appointments. If LARA decided to attend his appointments during a lunch break, Leister and
15 others would constantly text LARA asking why he was gone so long, whether he understood his
16 schedule, and whether he understood his deadlines. BuildLACCD was already going back on its
17 promises.

18 180. In or around January 2016, LARA reported several issues to Leister, including
19 being overloaded with an inappropriate amount of work. Leister responded that there was a
20 "reason for the madness" and told LARA that he was expected to work off the clock to complete
21 projects. When LARA asked to be assigned to a new desk due to his continuing wrist pain and
22 sight issues, Leister denied the request.

23 181. In or around January 2016, despite his initial optimism, LARA was concerned that
24 the workplace at BuildLACCD would pose the same problems as before. LARA continued to be
25 forced to work off the clock and was now overloaded with even more work. LARA attempted to
26 bring these concerns to Robles-Dittes who claimed to be too busy to talk. Robles-Dittes refused to
27 meet with LARA until on or about February 26, 2016.

28 182. In or around January 2016, LARA spoke with Pietroski about his concerns.

1 Pietroski told him to "ignore it" and to do what he was told.

2 183. In or around January 2016, Shah and Villegas were talking about LARA and Shah
3 said out loud, "the faggot is back under a lawsuit." Leister would later tell LARA that Shah and
4 Villegas told Leister that if LARA were brought back they should also bring back TRINIDAD.

5 184. In or around January 2016, CASTRO approached LARA's desk and humiliated
6 LARA in front of Villegas, Shah, and Kim. CASTRO whispered in LARA's ear, asking if he
7 wanted donuts. It got a rise out of Villegas, Shah, and Kim. Eventually, when LARA was able to
8 speak to Robles-Dittes, Robles-Dittes made light of the situation.

9 185. In or around January 2016, Leister and Loving directed all employees not to speak
10 with LARA about personal matters and to speak to LARA regarding professional matters only as
11 necessary. Leister threatened to fire any employee that did not comply with this directive. As
12 such, Defendants further ostracized LARA and further backtracked on their promises.

13 186. In or around January 2016, Leister warned LARA that LARA was being closely
14 monitored. Leister said, "all eyes are on you."

15 187. As part of LARA's agreement with AECOM to return to BuildLACCD, LARA
16 was promised that he would be returned to his originally defined duties. LARA's originally
17 defined duties were defined as the following: general contractor for Los Angeles Harbor College,
18 Pierce College, and West Los Angeles College and AP aging. This originally defined work
19 already required LARA to work on his own time since all overtime was denied. Instead of
20 honoring the return to work agreement, LARA was assigned the following assignments by
21 Leister, Loving, Robles-Dittes, and Kim: all professional services invoices; all FF&E; consulting
22 services; general contractor for Los Angeles Harbor College, Pierce College, and West Los
23 Angeles College; AP aging; vouchering; drawdowns; cutting checks; MATOC; modeling excel
24 data. LARA was required to complete inadequate training for six of these new roles and was held
25 accountable for any errors made in any of these roles. It was impossible for LARA to fulfill these
26 responsibilities in 40 hours per week, especially because many of his assignments had conflicting
27 deadlines. Defendants were deliberately setting LARA up to fail.

28 188. In or around January 2016, LARA noticed that many of his co-workers were

1 continuing to arrive late to work, taking two-hour lunch breaks, and leaving work without
2 completing eight hours. LARA was unable to take lunch breaks and was working well over forty
3 (40) hours per week.

4 189. In or around January 2016, LARA reported to Kim that he had been experiencing
5 wrist pain and issues with his eyesight and that his work area included a desk with no wrist rest
6 and a chair with no arm rests. LARA requested a new work area to alleviate the pain in his wrist.
7 Kim refused. On or about March 4, 2016, LARA's desk was finally moved after complaining to
8 Robles-Dittes.

9 190. On or about January 27, 2016, Leister wrote to Pietroski regarding LARA's
10 performance since his return to BuildLACCD saying, "Omar has been doing a great job and he is
11 getting along with his peers."

12 191. On or around January 28, 2016, Kim warned LARA that he was reporting too
13 many incidents and suggested that LARA's issues were a part of a larger plan within the universe
14 and that he should remain patient.

15 192. On or about January 28, 2016, Leister required that LARA work four (4) hours off
16 the clock.

17 193. Throughout January 2016, LARA reported and was paid for approximately 112
18 hours at his standard hourly rate. LARA was not compensated for approximately 3 regular hours,
19 approximately 60.25 overtime hours and approximately 4.25 double time hours.

20 194. On or about February 1, 2016, LARA completed the first part of professional
21 services invoices training.

22 195. On or about February 2, 2016, LARA, overloaded with work, requested assistance
23 from co-workers. Leister claimed that LARA was "directing" his co-workers without
24 authorization. LARA, concerned that he was too pushy with his co-workers, asked a co-worker if
25 she felt "directed" to help him. On or about February 5, 2016, LARA's coworker responded to the
26 email LARA sent, "[w]e have always worked as a team and in a team environment we help each
27 other meet deadlines and goals. I have been asked by most team members for help now and again
28 and never once, did I feel or hear a demanding tone or that I was being directed by my team

1 member's [sic]."

2 196. On or about February 3, 2016, LARA completed with Shah including the second
3 part of professional services invoices "training," processing procedures "training," paybacks
4 "training," invoice naming convention "training," and a final review of several other "trainings."
5 These "trainings" took up a considerable amount of LARA's time, were highly unusual, and
6 provided little to no actual training.

7 197. On or about February 4, 2016, Leister wrote Pietroski another email regarding
8 LARA saying, "On another note, please discuss with Omar that it his responsibility to manage his
9 workload accordingly and also that it is his responsibility to take lunch."

10 198. On or about February 4, 2016, Pietroski wrote to LARA, "Are you around for a
11 call tomorrow to review the attached training doc? Also, lets [sic] discuss how its [sic] going over
12 there. I get the feeling that things are not going all that smooth sometimes so it would be a good
13 idea if we chat about it."

14 199. It began to appear to LARA that BuildLACCD was giving LARA an extreme and
15 unusual amount of "training" and workload in order to claim that LARA was not managing his
16 work correctly. LARA was very upset.

17 200. In or about February 2016, Villegas told LARA that he should use the women's
18 restroom. LARA reported Villegas to Robles-Dittes. Robles-Dittes declined to take action.

19 201. Throughout the month of February 2016, Annabelle Dizon consistently walked up
20 to LARA and said, "good morning lady." In or around February 2016, LARA reported the
21 incident to Robles-Dittes. Robles-Dittes declined to take action.

22 202. On or about February 8, 2016, LARA sent Loving an email regarding his
23 workload. Loving did not respond to the email.

24 203. In or around February 2016, Villegas suggested that she and LARA should have a
25 "fresh start." LARA was suspicious but wanted good relationships with his co-workers. LARA
26 would occasionally have a friendly text message exchange with Villegas.

27 204. On or about February 9, 2016, LARA had a text message exchange with Villegas.
28 Villegas referred to the environment at BuildLACCD as "strange." She expressed that she hoped

1 that the hostile environment would be an opportunity for growth for LARA.

2 205. On or about February 10, 2016, LARA sent Loving another email regarding his
3 workload and asked where he should report issues. LARA expressed that it was not feasible for
4 him to sufficiently complete his work due to the conflicting deadlines of the work assigned to
5 him. Loving did not respond to the email.

6 206. On or about February 12, 2016, LARA sent Loving yet another email regarding his
7 workload. LARA requested that Loving clarify and provide guidance on the conflicting deadlines
8 of the work assigned to LARA and his workload in general. Loving did not respond to the email.

9 207. In or about February 2016, Leister was terminated from BuildLACCD. As Leister
10 exited the building, she requested that LARA walk her to her car. While there, Leister apologized
11 for the workload assigned to LARA and represented that Loving determined the amount of work
12 assigned to LARA. Later Leister texted LARA, "I hope your case goes really well and then you
13 will be about to get out of there and find a job that will appreciate you! Hang in there." A true and
14 correct copy of this text is attached hereto as Exhibit E.

15 208. Upon Leister's termination, Kim replaced Leister as the manager for the
16 accounting department.

17 209. On or about February 17, 2016, LARA sent Loving a follow-up email regarding
18 the email sent on or about February 12, 2016. Loving did not respond.

19 210. On or about February 19, 2016, LARA sent Loving another email following up on
20 the email sent on or about February 12, 2016. Loving did not respond.

21 211. On or about February 19, 2016, LARA requested that Kim speak with Loving
22 regarding the emails LARA sent to Loving.

23 212. On or about February 19, 2016, Kim demanded that LARA run menial errands for
24 her. If he refused, Kim threatened that she would use LARA's PIP as a pretext to fire him if
25 LARA refused. Later that day, LARA reported Kim's behavior to Robles-Dittes. Robles-Dittes
26 did not take any action.

27 213. Between the dates of February 9, 2016 and February 19, 2016, SIERRA expressed
28 hostility towards LARA. SIERRA refused to approve MATOC, a requisite part of the MATOC

1 process, because she did not want to work with LARA. SIERRA consistently blamed LARA for
2 errors that she committed and spoke badly about LARA to Loving. Loving ultimately removed
3 MATOC responsibility from LARA due to these misrepresentations made by SIERRA.

4 214. On or about February 19, 2016, LARA reported SIERRA's behavior to Robles-
5 Dittes. Robles-Dittes declined to take action and reminded LARA that SIERRA was a valuable
6 asset to the project, was well connected, and had been involved with the project for over a decade.

7 215. On or about February 22, 2016, LARA reported that he was being forced to work
8 off the clock to Pietroski. Pietroski declined to take action and told LARA, "You will need to take
9 that up with your supervisor. You are only authorized to work forty (40) hours per week with a
10 max of 8 per day." LARA informed Pietroski that he did take the issue up with his supervisors
11 and they still forced him to work more than forty (40) hours per week.

12 216. In or around February 2016, Kim met with LARA and threatened LARA's job if
13 LARA became personal friends with certain employees that Kim personally disliked.

14 217. In or around February 2016, LARA reported Kim's conduct to Loving through
15 email. Loving did not respond or take action.

16 218. On or about February 24, 2016, Kim called LARA at approximately 7 PM. Kim
17 threatened to use LARA's November 2015 PIP as a rationale to terminate LARA. LARA was
18 very concerned about this call because BuildLACCD agreed to waive LARA's PIP as a condition
19 of his return to the program.

20 219. On or about February 29, 2016, LARA asked Pietroski if ITI would be willing to
21 reimburse LARA for an ergonomic keyboard to help combat his wrist pain. Pietroski responded,
22 "it is not usually something that we would do, but if you send me a picture and a receipt of one
23 that you purchase I will reimburse you for it. Please keep it reasonable, somewhere below the
24 \$70+- area. You should be able to get a good one for somewhere around there." The keyboard
25 and mouse were an improvement but LARA continued to experience wrist pain.

26 220. On or about February 29, 2016, LARA was unable to work because he was having
27 trouble sleeping and was experiencing severe depression. Aware of LARA's issue, Kim offered to
28 help a minimal amount to help ease the burden on LARA. However, Kim simply removed a few

1 invoices from his inbox. This "help" was short lived.

2 221. Throughout February 2016, LARA reported and was paid for approximately 168
3 hours at his standard hourly rate. LARA was not compensated for approximately 87.15 overtime
4 hours and approximately 16.05 double time hours.

5 222. In or about March 2016, Loving reduced LARA's responsibilities by removing
6 MATOC responsibility from him. Because of this reduction in responsibilities, LARA lost the
7 opportunity for a significant raise. On or about March 2016, LARA reported the incident to
8 Robles-Dittes. Robles-Dittes did not take any action.

9 223. In or about March 2016, LARA complained to Loving regarding his still
10 increasing workload. Loving ignored LARA's complaint.

11 224. Throughout March 2016, CASTRO escalated his previous inappropriate sexual
12 harassment of LARA. CASTRO repeatedly came to LARA's desk and invaded his personal
13 space. LARA repeatedly asked CASTRO to stop the behavior. CASTRO repeatedly placed his
14 crotch on LARA's arm. CASTRO called the phone on LARA's desk and asked LARA to collect
15 a work related document. When LARA reached CASTRO's desk, CASTRO had the fly on his
16 pants open and his genitals were visible to LARA.

17 225. On or about March 8, 2016, CASTRO sent several unwanted, sexually harassing
18 text messages to LARA. CASTRO wrote, "Hey faggot, you liked the view of my dick?" LARA
19 responded, "stop this, seriously." CASTRO replied, "Come on, I'm playing. We need to go for
20 drinks. Hey. You liked my dick on you." Again, LARA told him to stop, "Stop texting me. This is
21 harassment, perv [sic]." CASTRO continued, "Your ass looked good." Again, LARA told him to
22 stop, "What are you talking about, [sic] stop." CASTRO continued on, "Hey, I pimp these girls
23 for \$300. She's Columbian. Sucks dick. I could sell you good \$\$\$." LARA was deeply offended
24 and replied "Fuck you, leave me alone."

25 226. In or around March 2016, LARA reported CASTRO to Robles-Dittes. Robles-
26 Dittes laughed and claimed that CASTRO was attempting to "hit on" LARA. Robles-Dittes,
27 again, did not take any action.

28 227. On or about March 31, 2016, Kim noted LARA's failing health and texted and

1 called LARA acknowledging LARA's troubles. However, Kim took no action to relieve LARA
2 of his workload.

3 228. On or about March 31, 2016, LARA's attorneys sent a letter to Erin Emmer,
4 corporate counsel for AECOM and Pietroski. The letter outlined three areas of hard costs
5 stemming from LARA's time at BuildLACCD. First, the letter outlined how much money LARA
6 had lost to date from being erroneously categorized as an "exempt" employee. Second, the letter
7 outlined how much lost income LARA incurred after his constructive termination in November
8 2015 but before his return to BuildLACCD in January 2016. Finally, the letter outlined the extent
9 of LARA's out-of-pocket expenses for medical costs stemming from his mental health conditions
10 caused by the harassment he experienced at BuildLACCD.

11 229. Throughout March 2016, LARA reported and was paid for approximately 152
12 hours at his standard hourly rate. LARA was not compensated for approximately 7 regular hours,
13 approximately 78.3 overtime hours, and approximately 11.55 double time hours.

14 230. On or about April 6, 2016, Kim forced LARA to not take a lunch break and stay
15 late to complete drawdowns, the process of approving the payment of invoices. He was not
16 permitted to report these additional hours.

17 231. That night, on or about April 6, 2016, LARA sent an email to Robles-Dittes to
18 report uncompensated overtime hours. Robles-Dittes, again, did not take any action.

19 232. On or about April 7, 2016, Kim, again, required that LARA work off the clock to
20 complete a project.

21 233. On or about April 7, 2016, LARA reported uncompensated overtime hours to
22 Pietroski. Pietroski declined to take action and responded, "don't want you to work extra hours
23 then have politics at the PMO make it so that you cannot get paid for your time[.]" LARA replied
24 "I just need to reiterate that it has been a reoccurring issue since the beginning that working over
25 8 hours is dictated by then accounting manager, Deborah Liester [sic] and now by Clara Kim (this
26 is not news to you nor the PMO)...I will also provide you with her number, so you could make it
27 clear that I am not to work over 8 hours a day/40 a week unless approved by district, but I have
28 told her and she is very aware."

1 234. On or about April 7, 2016, Kim, again, required that LARA work off the clock to
2 complete a project.

3 235. On or about April 12, 2016, AECOM Vice President of Finance Chris Bushra
4 (“Bushra”) and joint employee of BuildLACCD told Shah to train LARA on SAP FF&E
5 invoicing.

6 236. On or about April 12, 2016 and April 14, 2016, Shah trained LARA on SAP FF&E
7 invoicing. However, there were two issues with the training. First, Shah severely harassed LARA
8 throughout. For example, Shah told LARA that he should be killed because he is gay. Shah
9 reiterated that in his home country, gay people are killed routinely. This made LARA feel afraid
10 for his safety. Second, the training that Shah offered LARA was a sham. Shah superficially went
11 through the main points of the training but did not actually teach LARA anything of substance
12 pertaining to SAP FF&E invoicing.

13 237. On or about April 14, 2016, LARA verbally reported Shah’s harassment to
14 Robles-Dittes. Robles-Dittes did not take any action.

15 238. On or about April 14, 2016, Shah sent an email to Bushra regarding LARA’s
16 training, LARA was copied on the email. In the email, Shah claimed that LARA could not be
17 counted on to adequately handle SAP FF&E invoicing. The rationale, according to Shah, is that
18 LARA had no “prior functional experience in SAP.”

19 239. In or around April 2016, Kimberly Noel (“Noel”) - Business Analyst III for
20 BuildLACCD an employee of AECOM, BuildLACCD, and Doe Defendants was very
21 confrontational towards LARA. Noel would refer to LARA as a “pussy” and a “whistleblower,”
22 and would mock LARA by pretending to make complaints in a “feminine” voice.

23 240. In or around April 2016, Alex Esquer (“Esquer”) – Intern with the Accounting
24 Department and an employee and joint employee of AECOM and BuildLACCD – told LARA
25 that he didn’t “approve” of gay people.

26 241. In or around April 2016, LARA reported Esquer’s comment to Kim. Kim did not
27 take any action.

28 242. In or around April 2016, Bushra required that LARA work “off the clock” to

1 complete an assignment. In or about April 2016, LARA reported being forced to work unpaid
2 hours to Pietroski. Pietroski, again did not take any action.

3 243. On or about April 24, 2016, LARA emailed Pietroski to attain adequate training on
4 SAP software. Pietroski did nothing.

5 244. In or around April 2016, Shah was reassigned to a different department and LARA
6 was tasked with taking over Shah's responsibilities. Before changing job assignments, Shah told
7 LARA that Shah would make it impossible for LARA to replace Shah because Shah did not want
8 a "woman" to take over his job.

9 245. In or around April 2016, LARA reported Shah's comments to Bushra. Bushra
10 laughed at the comments and declined to take action.

11 246. In or around April 2016, LARA got a chin implant to make his face a more
12 traditionally masculine shape. LARA had internalized the suggestions from his supervisors.

13 247. Throughout April 2016, LARA reported and was paid for approximately 165 hours
14 at his standard hourly rate. LARA was not compensated for approximately 3 regular hours,
15 approximately 81.3 overtime hours, and approximately 10.3 double time hours.

16 248. On or about May 2, 2016, LARA asked Pietroski, again, if he could secure proper
17 SAP training for LARA.

18 249. On or about May 2, 2016 Dizon called LARA a "lady."

19 250. On or about May 2, 2016, LARA reported Dizon to Bushra. Bushra told LARA to
20 "man up" and to not be "sensitive."

21 251. In or around May 2016, LARA was harassed by Esquer, Villegas, Noel, and Kim
22 by calling LARA a "woman" and throwing papers at LARA.

23 252. In or around May 2016, LARA reported the harassment to Bushra. Bushra merely
24 told LARA to "ignore it."

25 253. In or around May 2016, LARA reported his on-going concern regarding his off-
26 the-clock hours to Bushra, Kim, and Villegas. Bushra, Kim, and Villegas responded that if LARA
27 wanted to keep his job, he would have to work off the clock. They also, again, claimed that
28 LARA was "exempt."

1 254. On or about May 24, 2016, Bushra asked LARA to work overtime and said that he
2 would approve the hours so that LARA would be appropriately compensated. Despite Bushra's
3 assurance, when LARA submitted his time sheet for the month Kim forced LARA to remove the
4 overtime hours from his time sheet.

5 255. On or about May 26, 2016, Villegas told LARA that he should use the women's
6 bathroom. Villegas also mocked Dora Lorente, another employee of BuildLACCD who is a
7 lesbian, for referring to her significant other as a "partner." Villegas also made disparaging
8 remarks about another employee who is a lesbian, calling her a "dike" and "butch."

9 256. On or about May 26, 2016, LARA sent an email to office administrator Lynette
10 Vartan ("Vartan"), an employee and joint employee of AECOM and BuildLACCD. LARA asked
11 who replaced Robles-Dittes as human resources representative after Robles-Dittes' termination
12 on or about April 27, 2016. Vartan replied, "THIS GUY" ***holding out my two thumbs pointed**
13 **back at myself ☺*** that would be me." LARA set an appointment to speak with Vartan to discuss
14 LARA's ongoing issues with harassment and uncompensated overtime.

15 257. On or about May 28, 2016, LARA reported, again, to Pietroski that LARA was
16 forced to work off the clock.

17 258. On or about May 28, 2016, LARA asked Pietroski, again, to secure the proper
18 SAP training for LARA. Pietroski took no action.

19 259. Throughout May 2016, Esquer made the following comments to LARA causing
20 LARA to be scared for his own safety along with his family's safety:

- 21 a) Mocked LARA's pants as being "too tight,"
- 22 b) Stated that LARA would have been raped if he were in the Army,
- 23 c) Told LARA that he would "kick his ass" because he was trained to fight and kill in
24 the Army,
- 25 d) Claimed that he made food out of human excrement for gay men in the Army,
- 26 e) Claimed to physically harm gay men in the Army, and
- 27 f) Represented that he was discharged from the Army due to a mental condition.

28 260. In or around May 2016, LARA reported Esquer's comments to Bushra. Bushra

1 ignored the comments and assigned more work to LARA.

2 261. In or around May 2016, LARA reported Esquer's comments to Vartan. Vartan also
3 elected to take no action.

4 262. Throughout May 2016, LARA reported and was paid for approximately 168 hours
5 at his standard hourly rate. LARA was uncompensated for approximately 51 overtime hours and
6 approximately 5.5 double time hours.

7 263. In or around June 2016, LARA reported Villegas's various and constant comments
8 to Vartan. Vartan took no action and said Villegas's comments were "freedom of speech." LARA
9 also reported Villegas' comments to Bushra. Bushra did not take any action and gave LARA
10 more work.

11 264. On or about June 3, 2016, Esquer referred to Omar as a "Lady" in an email
12 addressed to several people who work at BuildLACCD.

13 265. On or about June 3, 2016, Thomas Donovan ("Donovan"), AECOM Director of
14 BuildLACCD, and Vartan forced LARA to remove hours from his May timesheet.

15 266. On or about June 9, 2016, Villegas told LARA that he was a "drag and soon to
16 have his tits done[.]" That day, LARA reported the comment to Bushra and Kim. No action was
17 taken.

18 267. On or about June 15, 2016, LARA sent an email to Bushra and Vartan stating,
19 "Clara, Debra, Alex, and Kimberly are acting very hostile towards me. I am really fed up with it.
20 I'll ask them a simple question and they react in such a negative way. They react aggressive,
21 uncivil, and truthfully, I am tired and due to Alex [sic] mental problems that he has expressed, I
22 don't feel safe."

23 268. In or about June 2016, Bushra called LARA a "whiner" and a "non-stop violin" in
24 reference to LARA's email on June 15, 2016.

25 269. On or about June 20, 2016, Bushra replied to LARA, "Omar, this seems to been
26 [sic] cleared up after we me [sic] all together about who was doing what function, right?"

27 270. On or about June 24, 2016, LARA was fed up with the complete inaction
28 regarding his complaints. He decided to make a written complaint to Donovan, Project Executive

1 Director and Vice President and an employee of AECOM. Donovan began, "I am emailing you
2 because I have exhausted the proper protocol, which is to go directly to my lead or manager if
3 harassment is occurring, then to HR to report it. I tried all these methods and it has not stopped."
4 LARA offered the incident with Dizon or about May 2, 2016 and Villegas on or about May 26,
5 2016 as examples. LARA complained of harassment from Shah and further harassment from
6 Villegas. He expressed concern that Bushra did not treat LARA's complaints seriously. LARA
7 concluded, "I am a dedicated and hard working person, but all this harassment has really affected
8 me in ways I did not think possible, partly because it seems to be ok by management to be
9 harassed."

10 271. On or about June 24, 2016, Donovan forwarded LARA's written complaint to
11 AECOM human resources representative Kenon Calhoun ("Calhoun").

12 272. In or around June 2016, LARA met with Calhoun to discuss LARA's longstanding
13 concern with harassment. The two discussed the incidents outlined in the email sent to Donovan
14 along with several other incidents of harassment that took place in the past. At the end of the
15 meeting, Calhoun agreed to take a deeper look at what she may be able to do for LARA regarding
16 his complaints of harassment. However, based upon information and belief, Plaintiff alleges that
17 Calhoun did not take any action regarding LARA's complaints.

18 273. At this meeting, LARA was surprised to find out that Calhoun seemed unfamiliar
19 with all of LARA's previous complaints.

20 274. On or about June 27, 2016, Villegas called LARA an "idiot" when LARA asked
21 Villegas to find a document she made an error on.

22 275. On or about June 29, 2016, LARA reported Villegas's comment to Pietroski in a
23 text. Pietroski replied, "Please report this to the HR person you are dealing with there. They
24 control the work environment and will probably have you make a statement. Please work with
25 onsite AECOM HR similar to what you have done last week. I do not relay messages – it is
26 important that they get all the facts, in writing and from the employee making a complaint."

27 276. On or about June 29, 2016, LARA reported Villegas to Calhoun. LARA wrote in a
28 text, "On Monday 6/27/2016 Debra Villegas called me an idiot, it's the same woman that is

1 currently harassing me. I don't have your email. It happened at 3ish after I asked her to correct a
2 mistake she made with ff&e invoices, she returned from Desiree's office and said that Desiree
3 said I was dumb, but it was her calling me dumb." Calhoun simply responded with her email
4 address. Ultimately, no action was taken.

5 277. Throughout June 2016, LARA reported and was paid for approximately 166 hours
6 at his standard hourly rate. He was uncompensated for approximately 32 overtime hours.

7 278. In or around July 2016, Calhoun called LARA to follow up on their June 2016
8 meeting. She began the conversation by claiming that she was wary of discussing any of LARA's
9 claims of harassment because of LARA's potential lawsuit against AECOM. Calhoun said that
10 none of LARA's complaints were actionable by AECOM's human resources department because
11 they happened too long ago. Calhoun stated that had LARA come to her earlier she may have
12 been able to help him.

13 279. On or about July 7, 2016, LARA was absent due to a doctor's appointment. He
14 notified Bushra before the appointment and sent him a text the morning of the appointment to
15 remind him. Bushra previously approved LARA's absence, however, Bushra reported LARA to
16 Vartan and Kim.

17 280. In or around July 2016, LARA continued to be inappropriately propositioned by
18 CASTRO. CASTRO repeatedly asked LARA to send him sexually explicit pictures and
19 threatened that if LARA did not, CASTRO would continue coming to LARA's desk to grope
20 him.

21 281. In or around July 2016, LARA reported CASTRO to Vartan. Vartan laughed and
22 declined to take action.

23 282. On or about July 14, 2016, LARA wrote Bushra expressing concern about being
24 overworked. He told Bushra that he was continually forced to work off the clock and asked
25 Bushra to speak to Pietroski about LARA's hours. LARA pleaded, "Please let my agency know
26 that I often times work more than 8 hours because they repeatedly ask me to not work past 8
27 hours. I don't mind the overtime if it needs to be worked, but it needs to be okayed with my
28 firm." Bushra took no action.

1 283. On or about July 14, 2016, Pietroski called LARA. Pietroski told him that Bushra
2 just called Pietroski and told him that LARA is absent about “three times a week.” LARA
3 responded that he was attending a lot of doctor’s appointments. LARA informed Pietroski that
4 every time LARA had a doctor’s appointment, LARA got approval from Bushra before attending.

5 284. On or about July 14, 2016, LARA confronted Bushra about what Bushra told
6 Pietroski. Bushra claimed that Pietroski was lying and that LARA was a “whining pussy.”

7 285. On or about July 15, 2016, Bushra asked LARA to come into work on Saturday.
8 LARA was not permitted to report this time on his time sheet.

9 286. On or about July 15, 2016, LARA sent Pietroski a text message. “Scott, I was just
10 asked if I could come in on Saturday. So, hopefully Chris sent you the overtime letter. Please let
11 me know.” Pietroski replied, “Hi Omar, I have not received anything from Chris. Did he say he
12 was putting in a request for overtime?” LARA replied that he was sure Bushra had the authority
13 to put in a request for overtime but was not sure if he would. Bushra never put in a request for
14 overtime.

15 287. Throughout July 2016, Bushra regularly used vulgar, hostile language to refer to
16 LARA or respond to comments made by LARA in staff meetings. For example, in staff meetings,
17 when LARA would participate Bushra would reply with an expletive such as “fuck me!” LARA
18 was the only BuildLACCD employee subjected to this type of language. He felt singled out and
19 the hostility made him fear for his safety. Routinely, when Bushra would speak to LARA like
20 this, the other employees in the meeting would react with uproarious laughter.

21 288. On or about July 18, 2016, LARA reported Bushra’s hostile, vulgar language in
22 writing to Calhoun. Calhoun asked, “Omar, what makes you fear for your safety? Is it the use of
23 vulgar language or is there other statements or conduct?” LARA replied, “Hostility, the
24 aggression, the sudden spite of anger. There is no telling what could happen.” Calhoun did
25 nothing to stop the behavior.

26 289. Throughout July 2016, CASTRO harassed LARA through text message and in
27 person. LARA wanted to block CASTRO’s number from his cell phone but could not because
28

1 LARA's phone was partially paid for by ITI and he could not block a co-worker's phone number.
2 CASTRO asked LARA if he could "pimp [him] out." CASTRO also asked for naked pictures of
3 LARA both through text message and in person. LARA did not report this behavior because he
4 was completely demoralized. LARA knew that he would be subjected to humiliation by his co-
5 workers and his supervisors would take no action. LARA could no longer handle being ignored
6 and mocked.

7 290. On or about July 25, 2016, Esquer walked out of Bushra's office and began
8 screaming at LARA. Esquer slammed a thick pile of checks in his hands and began charging at
9 LARA while continuing to scream at LARA. Kim ran from her office and removed Esquer from
10 the building. Terrified, LARA called 911 out of fear that Esquer would return to the office and
11 harm LARA.

12 291. On or about July 25, 2016, LARA reported Esquer in an email to Calhoun,
13 Pietroski, and Bushra and detailed the entire incident. LARA concluded, "To tell you the truth, I
14 feel so unsafe working here. I am not feeling well and I will be going home today."

15 292. Approximately five minutes later, LARA sent an email to Kim and Bushra with a
16 subject line, "I am not feeling well and frankly I don't feel safe." LARA wrote, "I am not feeling
17 well, my sugar level went way low after the incident in the morning and can't perform to the best
18 of my abilities. Would you mind if I go home?" Neither responded. LARA left.

19 293. While driving, LARA felt nervous and traumatized. Leaving work did nothing to
20 alleviate LARA's fears so LARA went to see his doctor. The doctor told him to leave his job at
21 BuildLACCD.

22 294. In or around July 2016, LARA saw another doctor. LARA was diagnosed with
23 Chronic Depression, Social Anxiety, and PTSD. LARA was prescribed several medications.

24 295. On or about July 25, 2016, LARA sent an off-work notice to Pietroski.

25 296. On or about July 26, 2016, Pietroski sent LARA a warning letter regarding
26 absenteeism. When they spoke about the issue on the phone, Pietroski told LARA that it does not
27 matter whether LARA was in a "car accident, broken or bleeding, as long as [his] heart is
28 pounding, [he] was expected to be at [at work]." Pietroski continued, "If alive, [LARA] must be

1 with the customer.”

2 297. Throughout July 2016, LARA was paid for approximately 108 hours at his
3 standard hourly rate. LARA was uncompensated for approximately 13.5 overtime hours and
4 approximately 2 double time hours.

5 298. In or around August 7, 2016, Pietroski, emailed LARA to say “Upon your return
6 we will need to schedule a call to review some items that were brought to my attention by
7 [BuildLACCD] in your absence.” LARA responded, “My doctor is demanding me to take more
8 time off as my health has declined significantly. My doctor is filling out the FMLA form; I will
9 be sending them your way tomorrow by EOD.” Pietroski did not immediately respond.

10 299. On or about August 8, 2016, Bushra, emailed LARA to say that his workload
11 would be significantly reduced.

12 300. On or about August 8, 2016, LARA submitted an FMLA request for PTSD.

13 301. In or around August 2016, LARA was placed on disability leave until May 2017.

14 302. On or about August 28, 2016, ITI rejected both FMLA and CFRA leave requests
15 claiming that the company was not covered by either law. ITI wrote, “ITI is unaware of whether
16 FMLA or CFRA leave is available to you through any other entity in connection with your work
17 assignment at BuildLACCD. You have previously contacted Kenon Calhoun with
18 BuildLACCD/AECOM in connection with human resources/employment administration issues,
19 most recently regarding your time off for health reasons from July 25 to August 8, 2016. We have
20 therefore forwarded your Certification form to Ms. Calhoun. If you have any questions regarding
21 FMLA or CFRA leave provided by any entity other than ITI, you may wish to contact Ms.
22 Calhoun directly. ITI has been notified that the subject task order has been extended to September
23 30, 2016. ITI, however, cannot be certain that BuildLACCD will in fact hold your job position
24 open from now until September 30. ITI also does not know whether BuildLACCD will, at some
25 point between now and September 30, extend the subject task order beyond September 30. ITI
26 has no control over either of the foregoing potentialities. If I receive any further information from
27 BuildLACCD, AECOM, or others relating to the status of your work assignment, I will relay that
28 information to you.”

1 303. On or about October 5, 2016, LARA contacted Pietroski to inquire whether his
2 employment with BuildLACCD was still active.

3 304. On or about October 7, 2016, Pietroski wrote to LARA to inform him that
4 BuildLACCD ended LARA's task order on September 30, 2016. "On 10/4/2016 we received
5 confirmation from LACCD that the extension to your original task order was completed and had
6 expired on its scheduled expiration date of 9/30/2016. Integration Technology, Inc. Is using
7 10/4/2016 as your last date of employment with our company."

8 305. LARA suffers the following non-exhaustive list of psychological and physical
9 symptoms as a result of the Defendants' tortious and unlawful acts described herein: Post-
10 Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional Vertigo,
11 attempted suicide, suicidal ideation, social anxiety, nervousness, panic attacks, extreme difficulty
12 sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot flashes,
13 motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue, stress,
14 herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and forearm,
15 slurred speech, reduced eyesight, loss of interest in activities he formerly found interesting,
16 marital discord, difficulty using the restroom, and extreme side effects from the medication he is
17 taking as a result of the symptoms caused by Defendants' conduct.

18 306. LARA has incurred numerous medical expenses and suffered pain and suffering
19 resulting from the disorders he has developed and the side effects of the various medications he is
20 required to take.

21 307. LARA has suffered past, present, and future economic damages. LARA has
22 suffered past, present, and future emotional distress not only as a result of the harassment, assault,
23 battery, and retaliation itself but also because LARA is no longer able to pursue his dreams or
24 enjoy the same life he used to have.

25 308. Upon information and belief, Defendants failed to take all reasonable steps to
26 prevent LARA's harassment, including but not limited to: instituting adequate training programs;
27 adequately screening employees; tolerating, condoning, or encouraging a culture of harassment;
28 participating in the culture of harassment; and failing to intervene upon being placed on actual or

1 constructive notice of the harassment of LARA.

2 309. LARA has fulfilled all his administrative exhaustion requirements. On or about
3 November 16, 2016, LARA filed a complaint with the Department of Fair Employment and
4 Housing ("DFEH") against AECOM, Integration Technology, Inc., BuildLACCD, and Los
5 Angeles Community College District alleging discrimination, harassment, retaliation, denial of a
6 work environment free of discrimination and/or retaliation, denial of employment, denial of
7 family care or medical leave, denial of reinstatement, being forced to quit, and termination. The
8 DFEH issued a Right to Sue letter immediately. Said complaint was amended later that same day
9 and a Right to Sue letter was issued immediately. An amended DFEH complaint was filed on
10 November 9, 2017 stating additional Respondents, Hill International and Pacifica Services, Inc.

11 **FIRST CAUSE OF ACTION**

12 **Failure to Prevent Harassment, Discrimination, and/or Retaliation:**

13 **Gov. Code, § 12940, subd. (k)**

14 310. The allegations set forth in this complaint are hereby re-alleged and incorporated
15 by reference.

16 311. This cause of action is asserted against Defendants AECOM, PACIFICA, HILL,
17 ITI, BuildLACCD, and Doe Defendants.

18 312. At all relevant times, Plaintiff was an employee or person providing services
19 pursuant to a contract of Defendants.

20 313. As an employer, pursuant to Government Code section 12926, subdivision (d),
21 Defendants have a duty to prevent unlawful harassment and discrimination, including retaliation.
22 Defendants knew or should have known about the harassment and discrimination based on sexual
23 orientation and/or disability of Plaintiff as set forth above. Defendants knew or should have
24 known that the subjects of Plaintiff's complaint may retaliate against him. Defendants failed to
25 implement adequate training, policies, or instructions that would have prevented the
26 aforementioned harassment, discrimination and retaliation of Plaintiff. Defendants breached their
27 duty to prevent the harassment, discrimination and retaliation of Plaintiff. Accordingly,
28 Defendants violated Government Code section 12940, subdivision (k), and The California Code

1 of Regulations, title 2, section 11019, subdivision (b)(3).

2 314. Plaintiff was subjected to harassment, discrimination, and/or retaliation in the
3 course of his employment with Defendants as described above.

4 315. Defendants failed to take all reasonable steps to prevent the harassment,
5 discrimination, and/or retaliation.

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

7 317. As an actual and proximate result of the aforementioned violations, Plaintiff has
8 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
9 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
10 Government Code section 12926, subdivision (a), including back pay, reimbursement of out-of-
11 pocket expenses and any such other relief that this Court deems proper.

12 318. As an actual and proximate result of Defendants' willful and intentional 854
13 discrimination and/or harassment and/or retaliation, Plaintiff has lost wages, benefits, and other
14 out-of-pocket expenses.

15 319. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
16 suffered physical injury. Plaintiff experienced social anxiety, nervousness, panic attacks, extreme
17 difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot
18 flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue,
19 stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and
20 forearm, slurred speech, reduced eyesight, loss of interest in activities he formerly found
21 interesting, marital discord, difficulty using the restroom. Plaintiff claims general damages for
22 physical injury in an amount according to proof at time of trial.

23 320. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
24 also suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
25 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
26 claims general damages for mental distress in an amount according to proof at time of trial.

27 321. The above-described actions were perpetrated and/or ratified by a managing agent
28 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless

1 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
2 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future
3 conduct.

4 **SECOND CAUSE OF ACTION**

5 **Discrimination: Gov. Code, § 12940, subd. (a)**

6 322. The allegations set forth in this complaint are hereby re-alleged and incorporated
7 by reference.

8 323. This cause of action is asserted against Defendants AECOM, PACIFICA, ITI,
9 BuildLACCD, and Doe Defendants.

10 324. At all relevant times, Plaintiff was an employee of Defendants.

11 325. At all times relevant to this matter, the Fair Employment and Housing Act
12 ("FEHA") and Government Code section 12940 was in full force and effect and binding on
13 Defendants. Government Code section 12940, subdivision (a), reads: "It is an unlawful
14 employment practice... [f]or an employer, because of the race, religious creed, color, national
15 origin, ancestry, physical disability, mental disability, medical condition, genetic information,
16 marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any
17 person, to refuse to hire or employ the person or to refuse to select the person for a training
18 program leading to employment, or to bar or to discharge the person from employment or from a
19 training program leading to employment, or to discriminate against the person in compensation or
20 in terms, conditions, or privileges of employment."

21 326. At all times relevant to this matter, Plaintiff suffered from a "mental disability" as
22 defined by Government Code section 12926, subdivision (j), and California Code of Regulations,
23 title 2, section 11065, subdivision (d)(1), and/or a "perceived disability" as defined by
24 Government Code section 12926, subdivision (j), and California Code of Regulations, title 2,
25 section 11065, subdivision (d)(5), and/or a "perceived potential disability" as defined by
26 Government Code section 12926, subdivision (j), and California Code of Regulations, title 2,
27 section 11065, subdivision (d)(6), and/or a "physical disability" as defined by Government Code
28 section 12926, subdivision (m), and California Code of Regulations, title 2, section 11065,

subdivision (d)(2). In spite of his disability, Plaintiff was able to perform the essential functions of his position as defined by Government Code section 12926, subdivision (f), and California Code of Regulations, title 2, section 11065, subdivision (e), and was otherwise able to perform his job had Defendants provided the reasonable accommodation required by Government Code section 12926, subdivision (p), and California Code of Regulations, title 2, section 11068, subdivision (a).

327. Defendants conduct violated Government Code section 12940, subdivision (a), consistent with California Code of Regulations, title 2, section 11066. Specifically, Defendants knew of Plaintiff's physical and mental disabilities that limited major life activities. In spite of his disabilities, Plaintiff was able to perform the essential functions of his position with reasonable accommodation.

328. As set forth above, Defendants unlawfully discriminated against Plaintiff because of his disability by denying him reasonable accommodation, refusing to accept his doctors' notes, refusing to pay him all due wages, terminating his employment, and creating the overall hostile terms and conditions of employment. Defendants condoned an environment that, among other things, tolerated and encouraged discrimination based on disability that materially and negatively impacted the terms and conditions of Plaintiff's employment. Defendants' statements and conduct complained of herein violated Government Code section 12940, subdivision (a), and the California Code of Regulations, title 2, sections 11019 and 11020.

329. Additionally, as set forth above, Defendants unlawfully discriminated against Plaintiff because of his sexual orientation subjecting him to demeaning treatment, unwelcome and inappropriate comments, and illicit remarks, in addition to subjecting Plaintiff to a harassment-drenched environment. Defendants condoned an environment that, among other things, tolerated and encouraged discrimination based on sexual orientation and materially and negatively impacted the terms and conditions of Plaintiff's employment. Defendants statements and conduct complained of herein violated Government Code section 12940, subdivision (a), and the California Code of Regulations, title 2, sections 11019 and 11020.

330. Additionally, as set forth above, Defendants unlawfully discriminated against

1 Plaintiff because of his gender subjecting him to demeaning treatment, unwelcome and
2 inappropriate comments, and illicit remarks, in addition to subjecting Plaintiff to a harassment-
3 drenched environment. Defendants condoned an environment that, among other things, tolerated
4 and encouraged discrimination based on gender stereotypes that materially and negatively
5 impacted the terms and conditions of Plaintiff's employment. Defendants statements and conduct
6 complained of herein violated Government Code section 12940, subdivision (a), and the
7 California Code of Regulations, title 2, sections 11019 and 11020.

8 331. Additionally, as set forth above, Defendants unlawfully discriminated against
9 Plaintiff because of his marital status subjecting him to demeaning treatment, unwelcome and
10 inappropriate comments, and illicit remarks, in addition to subjecting Plaintiff to a harassment-
11 drenched environment. Defendants condoned an environment that, among other things, tolerated
12 and encouraged discrimination based on his marital status and materially and negatively impacted
13 the terms and conditions of Plaintiff's employment. Defendants statements and conduct
14 complained of herein violated Government Code section 12940, subdivision (a), and the
15 California Code of Regulations, title 2, sections 11019 and 11020.

16 332. Plaintiff's sexual orientation, gender, disability, and marital status were each a
17 substantial motivating reason for Defendants decision to terminate Plaintiff's employment and
18 create the overall hostile terms and conditions of employment.

19 333. As an actual and proximate result of the aforementioned violations, Plaintiff has
20 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of
21 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
22 Government Code section 12926, subdivision (a).

23 334. As an actual and proximate result of Defendants willful and intentional
24 discrimination, Plaintiff has lost wages, benefits, and other out-of-pocket expenses.

25 335. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
26 suffered physical injury. Plaintiff experienced social anxiety, nervousness, panic attacks, extreme
27 difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot
28 flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue,

1 stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and
2 forearm, slurred speech, reduced eyesight, loss of interest in activities he formerly found
3 interesting, marital discord, difficulty using the restroom. Plaintiff claims general damages for
4 physical injury in an amount according to proof at time of trial.

5 336. As an actual and proximate result of Defendants' aforementioned acts Plaintiff
6 also suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
7 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
8 claims general damages for mental distress in an amount according to proof at time of trial.

9 337. The above-described actions were perpetrated and/or ratified by a managing agent
10 or officer of Defendants AECOM, PACIFICA, and ITI. These acts were done with malice, fraud,
11 oppression, and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in
12 character and warrant the imposition of punitive damages in a sum sufficient to punish and deter
13 Defendants future conduct.

14 **THIRD CAUSE OF ACTION**

15 **Harassment: Gov. Code, § 12940, subd. (j)**

16 338. The allegations set forth in this complaint are hereby re-alleged and incorporated
17 by reference.

18 339. This cause of action is asserted against Defendants AECOM, PACIFICA, HILL,
19 BuildLACCD, and Doe Defendants.

20 340. At all relevant times, Plaintiff was an employee of Defendants AECOM,
21 PACIFICA, and HILL.

22 341. At all times relevant to this matter, the Fair Employment and Housing Act and
23 Government Code section 12940 was/were in full force and effect and binding on Defendant(s).
24 Government Code section 12940, subdivision (j), reads, "It is an unlawful employment practice . .
25 . [f]or an employer, labor organization, employment agency, apprenticeship training program or
26 any training program leading to employment, or any other person, because of race, religious
27 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
28 genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual

1 orientation, to harass an employee, an applicant, or a person providing services pursuant to a
2 contract.”

3 342. Defendant(s) was/were at all material times an “employer” within the meaning of
4 Government Code section 12926, subdivision (c), and, as such, barred from illegal harassment as
5 set forth in Government Code section 12940, subdivision (j).

6 343. At all times relevant to this matter, Plaintiff suffered from a “mental disability” as
7 defined by Government Code section 12926, subdivision (j), and California Code of Regulations,
8 title 2, section 11065, subdivision (d)(1), and/or a “perceived disability” as defined by
9 Government Code section 12926, subdivision (j), and California Code of Regulations, title 2,
10 section 11065, subdivision (d)(5), and/or a “perceived potential disability” as defined by
11 Government Code section 12926, subdivision (j), and California Code of Regulations, title 2,
12 section 11065, subdivision (d)(6), and/or a “physical disability” as defined by Government Code
13 section 12926, subdivision (m), and California Code of Regulations, title 2, section 11065,
14 subdivision (d)(2). In spite of his disability, Plaintiff was able to perform the essential functions
15 of his position as defined by Government Code section 12926, subdivision (f), and California
16 Code of Regulations, title 2, section 11065, subdivision (e), and was otherwise able to perform his
17 job had Defendants provided the reasonable accommodation required by Government Code
18 section 12926, subdivision (p), and California Code of Regulations, title 2, section 11068,
19 subdivision (a).

20 344. Plaintiff was subjected to unwanted harassing conduct because of his sexual
21 orientation, gender, marital status, and disability including, but not limited to, derogatory
22 comments, assault, and an overall environment of harassment. These deplorable acts were
23 persistent throughout Plaintiff’s employment with Defendants. This harassing conduct was
24 conducted by Defendants and its managing agents and employees, who created an environment
25 that, among other things, tolerated and encouraged harassment against Plaintiff that impacted the
26 terms and conditions of Plaintiff’s employment. The statements and conduct on the part of
27 Defendants and its managing agents and employees complained of herein represent a violation of
28 Government Code section 12940, subsection (j), and the California Code of Regulations, title 2,

1 sections 11019 and 11020.

2 345. A reasonable person in Plaintiff's circumstances would have considered the work
3 environment to be hostile or abusive. The environment of harassment was severe and/or
4 pervasive.

5 346. The conduct of Defendants and its managing agents and employees was a
6 substantial factor in causing Plaintiff's harm.

7 347. As an actual and proximate result of the aforementioned violations, Plaintiff has
8 been damaged in an amount according to proof, but in an amount in excess of the jurisdiction of
9 this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by
10 Government Code section 12926, subdivision (a), including back pay, reimbursement of out of
11 pocket expenses and any such other relief that this Court deems proper.

12 348. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
13 suffered physical injury. Plaintiff experienced social anxiety, nervousness, panic attacks, extreme
14 difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot
15 flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue,
16 stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and
17 forearm, slurred speech, reduced eyesight, loss of interest in activities he formerly found
18 interesting, marital discord, difficulty using the restroom. Plaintiff claims general damages for
19 physical injury in an amount according to proof at time of trial.

20 349. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
21 also suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
22 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
23 claims general damages for mental distress in an amount according to proof at time of trial.

24 350. The above described actions were done with malice, fraud, oppression and in
25 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
26 warrant the imposition of punitive damages in a sum sufficient to punish and deter Defendants'
27 future conduct.

28 **FOURTH CAUSE OF ACTION**

Hostile Work Environment Sexual Harassment: Gov. Code, § 12940, subd. (j)

351. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

352. This cause of action is asserted against Defendants AECOM, PACIFICA, HILL, BuildLACCD, and Doe Defendants.

353. At all relevant times, Plaintiff was an employee of Defendants AECOM, PACIFICA, and HILL.

354. At all times relevant to this matter, the Fair Employment and Housing Act and Government Code section 12940 was in full force and effect and binding on Defendants. Government Code section 12940, subdivision (j), reads, "It is an unlawful employment practice . . . [f]or an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, to harass an employee, an applicant, or a person providing services pursuant to a contract."

355. Defendants were at all material times an "employer" within the meaning of Government Code section 12926, subdivision (c), and, as such, barred from illegal harassment as set forth in Government Code section 12940, subdivision (j).

356. Plaintiff was subjected to unwanted harassing conduct including suggestive comments, unwanted touching, and illegal propositions. These deplorable acts were persistent throughout Plaintiff's employment with Defendants. This harassing conduct was conducted by Defendants and its managing agents and employees, who created an environment that, among other things, tolerated and encouraged harassment against Plaintiff that impacted the terms and conditions of Plaintiff's employment. The statements and conduct on the part of Defendants and its managing agents and employees complained of herein represent a violation of Government Code section 12940, subsection (j), and the California Code of Regulations, title 2, sections 11019 and 11020.

362. The above described actions were done with malice, fraud, oppression and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

Retaliation: Gov. Code, § 12940, subd. (h)

1 363. The allegations set forth in this complaint are hereby re-alleged and incorporated by
2 reference.

3 364. This cause of action is asserted against Defendants AECOM, PACIFICA, HILL,
4 BuildLACCD, and Doe Defendants.

5 365. At all relevant times, Plaintiff was an employee of Defendants AECOM and
6 PACIFICA.

7 366. At all times relevant to this action, it was unlawful under Government Code section
8 12940, subdivision (h), and California Code of Regulations, title 2, section 11021 for Defendants
9 to retaliate against Plaintiff for complaining about illegal practices. Defendants violated
10 Government Code section 12940, subdivision (h), and California Code of Regulations, title 2,
11 section 11021 by retaliating against Plaintiff for his complaints of sexual orientation harassment
12 and discrimination and/or disability by, among other things, assigning Plaintiff enough work for
13 three (3) employees, physical assault on the Plaintiff, denying Plaintiff's reasonable
14 accommodations, and terminating Plaintiff's employment.

15 367. Plaintiff complaints regarding illegal discrimination, harassment and retaliation was
16 substantial motivating reasons for Plaintiff's unfavorable workload, refusal to pay overtime, denial
17 of reasonable accommodations, termination, and the creation of the overall hostile to most
18 conditions of employment.

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

20 369. As an actual and proximate result of Defendants willful and intentional retaliation,
21 Plaintiff has lost wages, benefits, and other out-of-pocket expenses.

22 370. As an actual and proximate result of Defendants aforementioned violations,
23 Plaintiff has been damaged in an amount according to proof, but in an amount in excess of the
24 jurisdiction of this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined
25 by Government Code section 12926, subdivision (a), including back pay, reimbursement of out-of-
26 pocket expenses and any such other relief that this Court deems proper.

27 371. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
28 suffered physical injury. Plaintiff experienced social anxiety, nervousness, panic attacks, extreme

1 difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot
2 flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue,
3 stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and forearm,
4 slurred speech, reduced eyesight, loss of interest in activities he formerly found interesting, marital
5 discord, difficulty using the restroom. Plaintiff claims general damages for physical injury in an
6 amount according to proof at time of trial.

7 372. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
8 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
9 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
10 claims general damages for mental distress in an amount according to proof at time of trial.

11 373. The above-described actions were perpetrated and/or ratified by a managing agent
12 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
13 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
14 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

15 **SIXTH CAUSE OF ACTION**

16 **Aiding and Abetting Violations of FEHA**

17 374. The allegations set forth in this complaint are hereby re-alleged and incorporated by
18 reference.

19 375. This cause of action is asserted against Defendants AECOM, PACIFICA, HILL,
20 BuildLACCD, and Doe Defendants. This cause of action is alternatively pleaded in the event that
21 any Defendant is found not to be Plaintiff's employer under the FEHA.

22 376. At all times relevant to this matter, Plaintiff suffered from a "mental disability" as
23 defined by Government Code section 12926, subdivision (j), and California Code of Regulations,
24 title 2, section 11065, subdivision (d)(1), and/or a "perceived disability" as defined by
25 Government Code section 12926, subdivision (j), and California Code of Regulations, title 2,
26 section 11065, subdivision (d)(5), and/or a "perceived potential disability" as defined by
27 Government Code section 12926, subdivision (j), and California Code of Regulations, title 2,
28 section 11065, subdivision (d)(6), and/or a "physical disability" as defined by Government Code

1 section 12926, subdivision (m), and California Code of Regulations, title 2, section 11065,
2 subdivision (d)(2). In spite of his disability, Plaintiff was able to perform the essential functions
3 of his position as defined by Government Code section 12926, subdivision (f), and California
4 Code of Regulations, title 2, section 11065, subdivision (e), and was otherwise able to perform his
5 job had Defendants provided the reasonable accommodation required by Government Code
6 section 12926, subdivision (p), and California Code of Regulations, title 2, section 11068,
7 subdivision (a).

8 377. Defendants knew the Plaintiff has a “disability” as defined by Government Code
9 section 12926 and Title 2 of the California Code of Regulations section 11065(d).

10 378. Defendant was aware of Plaintiff’s disability because Plaintiff regularly requested
11 time off to attend scheduled doctor appointments, complained of illness and injury, and requested
12 FMLA leave.

13 379. FEHA makes it unlawful for “any person to aid, abet, incite, compel, or coerce the
14 doing of any of the acts forbidden under [FEHA].” Gov. Code § 12940(i).

15 380. Defendants “aided, abetted, incited, compelled, or coerced” Defendant AECOM
16 and ITI into wrongfully terminating Plaintiff on the basis of his protected activity, disability,
17 marital status, gender, and sexual orientation. Plaintiff’s protected activity, disability, marital
18 status, gender, and sexual orientation were a substantial motivating reason for Defendants’ actions.

19 381. Defendants’ retaliatory conduct was a substantial factor causing Plaintiff to suffer
20 general and special damages including economic damages and non-economic damages in excess of
21 this court’s jurisdiction according to proof at trial.

22 382. As an actual and proximate result of the aforementioned violations, Plaintiff has
23 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
24 Court. Plaintiff also seeks “affirmative relief” or “prospective relief” as defined by Government
25 Code §12926(a).

26 383. The above described actions were perpetrated and/or ratified by a managing agent
27 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
28

1 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
2 imposition of punitive damages in a sum sufficient to punish and deter Defendants future conduct.

3 **SEVENTH CAUSE OF ACTION**

4 **CFRA Interference: Gov. Code § 12945.2, subd. (a)**

5 384. The allegations set forth in this complaint are hereby re-alleged and incorporated by
6 reference.

7 385. This cause of action is asserted against Defendants AECOM, ITI, BuildLACCD,
8 and Doe Defendants.

9 386. At all times relevant to this action, the California Family Rights Act ("CFRA") and
10 California Government Code sections 12940 *et. seq.* were in full force and effect, and binding on
11 Defendants.

12 387. Pursuant to the above-mentioned statutes, an employer must provide a covered
13 employee with up to twelve (12) weeks of job-protected leave. The twelve weeks of leave may be
14 taken intermittently in increments as short as one hour. Further, pursuant to the California Family
15 Rights Act and the Family Medical Leave Act, it is unlawful to interfere with, restrain, or deny an
16 employee's right to take CFRA/FMLA leave and it is also unlawful to use an employee's
17 CFRA/FMLA leave as a negative factor in any employment decision. (29 U.S.C., § 2615; Gov.
18 Code, § 12945.2.)

19 388. Pursuant to Government Code section 12945.2(a) family care and medical leave
20 requested shall not be deemed to have been granted unless the employer provides the employee, a
21 guarantee of employment in the same or comparable position upon the termination of leave.
22 Defendants' statements and conduct represent a violation of CFRA, California Government Code
23 sections 12944.2, subdivision (a) *et. seq.*

24 389. Plaintiff was eligible to take medical leave pursuant to CFRA in July 2016.

25 390. As discussed above, Plaintiff requested medical leave in or around August 2016, to
26 receive treatment for word induced PTSD. Plaintiff was denied protected medical leave on or
27 about August 28, 2016.

28

1 391. Defendants' discriminatory and retaliatory conduct was a substantial factor causing
2 Plaintiff to suffer general and special damages including economic damages and non-economic
3 damages in excess of this Court's jurisdiction according to proof at trial.

4 392. As an actual and proximate result of the aforementioned violations, Plaintiff has
5 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
6 Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined by Government
7 Code §12926(a), including back pay, reimbursement of out-of-pocket expenses, expungement of
8 records, and any such other relief that this Court deems proper.

9 393. The above described actions were perpetrated and/or ratified by a managing agent
10 or officer of Defendant. These acts were done with malice, fraud, oppression, and in reckless
11 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
12 imposition of punitive damages in a sum sufficient to punish and deter Defendants future conduct.

13 EIGHTH CAUSE OF ACTION

14 **Retaliation: Gov. Code, § 12940, subd. (h)**

15 394. The allegations set forth in this complaint are hereby re-alleged and incorporated by
16 reference.

17 395. This cause of action is asserted against Defendants AECOM, ITI, BuildLACCD,
18 and Doe Defendants.

19 396. At all relevant times, Plaintiff was an employee or person providing services
20 pursuant to a contract of Defendants.

21 397. At all times relevant to this action, it was unlawful under Government Code section
22 12940, subdivision (h), and California Code of Regulations, title 2, section 11021 for Defendants
23 to retaliate against Plaintiff for complaining about illegal practices. Defendants violated
24 Government Code section 12940, subdivision (h), and California Code of Regulations, title 2,
25 section 11021 by retaliating against Plaintiff for his complaints of sexual orientation, disability,
26 and/or sex/gender-based harassment and discrimination by, among other things, making
27 unfavorable workload, denial of reasonable accommodations, termination, and the creation of the
28 overall hostile to most conditions of employment.

1 398. Plaintiff's complaints regarding illegal discrimination, harassment and retaliation
2 were substantial motivating reasons for Plaintiff unfavorable workload, refusal to pay overtime,
3 denial of reasonable accommodations, termination, and the creation of the overall hostile to most
4 conditions of employment.

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

6 400. As an actual and proximate result of Defendants willful and intentional retaliation,
7 Plaintiff has lost wages, benefits, and other out-of-pocket expenses.

8 401. As an actual and proximate result of Defendants' aforementioned violations,
9 Plaintiff has been damaged in an amount according to proof, but in an amount in excess of the
10 jurisdiction of this Court. Plaintiff also seeks "affirmative relief" or "prospective relief" as defined
11 by Government Code section 12926, subdivision (a), including back pay, reimbursement of out-of-
12 pocket expenses and any such other relief that this Court deems proper.

13 402. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
14 suffered physical injury. Plaintiff experienced social anxiety, nervousness, panic attacks, extreme
15 difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot
16 flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue,
17 stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and forearm,
18 slurred speech, reduced eyesight, loss of interest in activities he formerly found interesting, marital
19 discord, difficulty using the restroom. Plaintiff claims general damages for physical injury in an
20 amount according to proof at time of trial.

21 403. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
22 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
23 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
24 claims general damages for mental distress in an amount according to proof at time of trial.

25 404. The above-described actions were perpetrated and/or ratified by a managing agent
26 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
27 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
28 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

NINTH CAUSE OF ACTION

Violation of Labor Code section 1102.5

405. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

406. This cause of action is asserted against Defendants AECOM, ITI, BuildLACCD, and Doe Defendants.

407. At all relevant times, Plaintiff was an employee of Defendants.

408. Labor Code section 1102.5, subdivision (b), states that “[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.” Labor Code section 1102.5, subdivision (c), states that an “employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.”

409. Plaintiff made numerous protected complaints to persons with authority over him with Defendants including, but not limited to, sexual harassment, harassment based on sexual orientation, assault, and of retaliatory behavior by Defendant management. Defendant’s conduct violated statutes such as: Labor Code sections 232.5, 512, 6310, 6311, 6400, 6401, 6402, 6403, and 6404.

410. Defendants violated Labor Code section 1102.5 when it unlawfully retaliated against Plaintiff by taking adverse employment actions against Plaintiff, including but not limited

1 to making unfavorable workload, refusal to pay overtime, denial of reasonable accommodations,
2 termination, and the creation of the overall hostile to most conditions of employment.

3 411. Defendants' unfavorable workload, refusal to pay overtime, denial of reasonable
4 accommodations, termination, and the creation of the overall hostile to most conditions of
5 employment, were substantial factors in causing his harm.

6 412. The conduct of Defendants and its managing agents and employees were a
7 substantial factor in causing Plaintiff's harm.

8 413. As an actual and proximate result of the aforementioned violations, Plaintiff has
9 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
10 Court.

11 414. As an actual and proximate result of Defendants' retaliation, Plaintiff has lost
12 wages, benefits, and other out-of-pocket expenses.

13 415. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff
14 suffered physical injury. Plaintiff experienced social anxiety, nervousness, panic attacks, extreme
15 difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot
16 flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue,
17 stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and forearm,
18 slurred speech, reduced eyesight, loss of interest in activities he formerly found interesting, marital
19 discord, difficulty using the restroom. Plaintiff claims general damages for physical injury in an
20 amount according to proof at time of trial.

21 416. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
22 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
23 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
24 claims general damages for mental distress in an amount according to proof at time of trial.

25 417. The above-described actions were perpetrated and/or ratified by a managing agent
26 or officer of Defendants AECOM and ITI. These acts were done with malice, fraud, oppression,
27 and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
28

warrant the imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

TENTH CAUSE OF ACTION

Violation of Labor Code section 6310

418. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

419. This cause of action is asserted against Defendants AECOM, ITI, BuildLACCD, and Doe Defendants.

420. At all relevant times, Plaintiff was an employee of Defendants.

421. California Labor Code section 6310 prohibits employers from discharging, threatening with discharge, demoting, suspending, or in any other manner discriminating in the terms and conditions of employment against an employee who has made a bona fide oral or written complaint to, inter alia, her employer of unsafe working conditions or work practices.

422. Labor Code section 6400 requires employers to "furnish employment and a place of employment that is safe and healthful for the employees therein."

423. Plaintiff, as referenced above, complained to AECOM and ITI about continued incidents of harassment due to Plaintiff's sexual orientation, sexual harassment, and general environment of harassment and discrimination.

424. Plaintiff reporting the above mentioned incidents of harassment were a substantial motivating reason for the adverse employment actions detailed in this complaint.

425. As a proximate result of the acts alleged herein by Defendants, Plaintiff has suffered and continues to suffer physical symptoms including, but not limited to, social anxiety, nervousness, panic attacks, extreme difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue, stress, herniated disk, chest pain, wrist ligament damage, severe pain in his left elbow and forearm, slurred speech, reduced eyesight, loss of interest in activities he formerly found interesting, marital discord, difficulty using the restroom.

5 427. The aforementioned conduct of the Defendants AECOM and PACIFICA was
6 willful and malicious and was intended to oppress and cause injury to Plaintiff. Plaintiff is
7 therefore entitled to an award of punitive damages. The above described actions were perpetrated
8 and/or ratified by a managing agent or officer of Defendants. Further, said actions were despicable
9 in character and warrant the imposition of punitive damages in a sum sufficient to punish and deter
10 the Defendants' future conduct.

12 **Violation of Labor Code section 510**

13 428. The allegations set forth in this complaint are hereby re-alleged and incorporated by
14 reference.

15 429. This cause of action is asserted against Defendants AECOM, ITI, BuildLACCD,
16 and Doe Defendants.

430. During Plaintiff's employment, Plaintiff was misclassified as an exempt employee. This classification was improper; instead, Plaintiff should have been classified as a non-exempt employee pursuant to Wage Order 9-2001 (1)(A)(1)-(3) and therefore eligible to receive certain rights under the Labor Code.

431. Labor Code section 510 states that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 states that “any employee receiving less than the legal minimum wage or the

1 legal overtime compensation applicable to the employee is entitled to recover in a civil action the
2 unpaid balance of the full amount of this minimum wage or overtime compensation, including
3 interest thereon, reasonable attorney's fees, and costs of suit."

4 432. During Plaintiff's employment with Defendants, Defendants failed to compensate
5 Plaintiff for overtime hours worked in excess of eight (8) hours per day and/or forty (40) hours per
6 week and double-time hours for hours worked in excess of twelve (12) hours per day, as required
7 under California law.

8 433. As an actual and proximate result of the aforementioned violations, Plaintiff has
9 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
10 Court.

11 434. The above described actions were done with malice, fraud, oppression, and in
12 reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and
13 warrant the imposition of punitive damages in a sum sufficient to punish and deter Defendants
14 future conduct.

15 TWELFTH CAUSE OF ACTION

16 **Failure to Pay Wages Due at Termination: Violation of Labor Code sections 201 & 227.3**

17 435. The allegations set forth in this complaint are hereby re-alleged and incorporated by
18 reference.

19 436. This cause of action is asserted against Defendants AECOM, ITI, BuildLACCD,
20 and Doe Defendants.

21 437. At all relevant times, Plaintiff was an employee of Defendants.

22 438. Labor Code section 201, subsection (a) provides: "If an employer discharges an
23 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.
24 An employer who lays off a group of employees by reason of the termination of seasonal
25 employment in the curing, canning, or drying of any variety of perishable fruit, fish or vegetables,
26 shall be deemed to have made immediate payment when the wages of said employees are paid
27 within a reasonable time as necessary for computation and payment thereof; provided, however,
28

1 that the reasonable time shall not exceed 72 hours, and further provided that payment shall be
2 made by mail to any employee who so requests and designates a mailing address therefor.”

3 439. Labor Code section 227.3 provides: “Unless otherwise provided by a collective-
4 bargaining agreement, whenever a contract of employment or employer policy provides for paid
5 vacations, and an employee is terminated without having taken off his vested vacation time, all
6 vested vacation shall be paid to him as wages at his final rate in accordance with such contract of
7 employment or employer policy respecting eligibility or time served; provided, however, that an
8 employment contract or employer policy shall not provide for forfeiture of vested vacation time
9 upon termination. The Labor Commissioner or a designated representative, in the resolution of any
10 dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

11 440. Plaintiff was employed by Defendants from July 16, 2015 through September 30,
12 2016.

13 441. Plaintiff did not receive his final due wages at the time of his termination on
14 September 30, 2016. Plaintiff has still not received these wages.

15 442. As an actual and proximate result of the aforementioned violations, Plaintiff has
16 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
17 Court. Plaintiff is also entitled to civil penalties.

18 THIRTEENTH CAUSE OF ACTION

19 **Battery: Violation of Labor Code sections 201 & 227.3**

20 443. The allegations set forth in this complaint are hereby re-alleged and incorporated by
21 reference.

22 444. This cause of action is asserted against Defendants AECOM and PACIFICA.

23 445. At all relevant times, CASTRO was an employee or agent of AECOM, PACIFICA,
24 BuildLACCD, and Doe Defendants.

25 446. As described herein, CASTRO touch LARA with the intent to harm or offend him.

26 447. Plaintiff did not consent to the touching by CASTRO.

27 448. LARA was offended and harmed by the touching. A reasonable person in LARA’s
28 situation would have been offended.

1 449. CASTRO was acting within the scope of his employment when he touched LARA.

2 450. Alternatively, Defendants ratified and approved LARA's conduct upon learning of
3 it by its failure to investigate LARA's complaint about CASTRO'S harmful and offensive
4 touching, failure to discipline or reprimand CASTRO, failure or refusal to terminate CASTRO,
5 and/or failure to take reasonable steps to prevent more harmful and offensive touching by
6 CASTRO.

7 451. As a proximate result of the acts alleged herein by Defendants, Plaintiff has
8 suffered and continues to suffer physical symptoms including, but not limited to, social anxiety,
9 nervousness, panic attacks, extreme difficulty sleeping, flash backs, sexual dysfunction, extreme
10 fear, shame, guilt, paranoia, hot flashes, motion sickness, fainting, difficulty maintaining balance,
11 falling over, headaches, fatigue, stress, chest pain, and forearm, slurred speech, reduced eyesight,
12 loss of interest in activities he formerly found interesting, marital discord, difficulty using the
13 restroom.

14 452. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
15 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
16 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
17 claims general damages for mental distress in an amount according to proof at time of trial.

18 453. The aforementioned conduct of the Defendants AECOM and PACIFICA was
19 willful and malicious and was intended to oppress and cause injury to Plaintiff. Plaintiff is
20 therefore entitled to an award of punitive damages. The above described actions were perpetrated
21 and/or ratified by a managing agent or officer of Defendants. Further, said actions were despicable
22 in character and warrant the imposition of punitive damages in a sum sufficient to punish and deter
23 the Defendants' future conduct.

24 **FOURTEENTH CAUSE OF ACTION**

25 **Battery: Violation of Labor Code sections 201 & 227.3**

26 454. The allegations set forth in this complaint are hereby re-alleged and incorporated by
27 reference.
28

1 455. This cause of action is asserted against Defendants TRINIDAD, AECOM, HILL,
2 BuildLACCD, and Doe Defendants.

3 456. At all relevant times, TRINIDAD was an employee or agent of AECOM, HILL,
4 BuildLACCD, and Doe Defendants.

5 457. As described herein, TRINIDAD touch LARA with the intent to harm or offend
6 him.

7 458. Plaintiff did not consent to the touching by TRINIDAD.

8 459. LARA was offended and harmed by the touching. A reasonable person in LARA's
9 situation would have been offended.

10 460. TRINIDAD was acting within the scope of his employment when he touched
11 LARA.

12 461. Alternatively, Defendants ratified and approved LARA's conduct upon learning of
13 it by its failure to investigate LARA's complaint about TRINIDAD's harmful and offensive
14 touching, failure to discipline or reprimand TRINIDAD, failure or refusal to terminate
15 TRINIDAD, and/or failure to take reasonable steps to prevent more harmful and offensive
16 touching by TRINIDAD.

17 462. As a proximate result of the acts alleged herein by Defendants, Plaintiff has
18 suffered and continues to suffer physical symptoms including, but not limited to, social anxiety,
19 nervousness, panic attacks, extreme difficulty sleeping, flash backs, sexual dysfunction, extreme
20 fear, shame, guilt, paranoia, hot flashes, motion sickness, fainting, difficulty maintaining balance,
21 falling over, headaches, fatigue, stress, chest pain, and forearm, slurred speech, reduced eyesight,
22 loss of interest in activities he formerly found interesting, marital discord, difficulty using the
23 restroom.

24 463. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
25 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
26 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
27 claims general damages for mental distress in an amount according to proof at time of trial.
28

Intentional Interference with Contractual Relations

466. This cause of action is asserted against all Defendants. This cause of action is alternatively plead in the event that an Entity Defendant is found not to be Plaintiff's employer.

468. Defendants conduct as detailed above prevented Plaintiff from properly performing Plaintiff's duties because of the pervasive and/or severe hateful and harassing treatment Plaintiff faced on a daily basis, as described herein. The work environment perpetuated by Defendants was psychologically toxic and caused deterioration in Plaintiff's mental health. Defendants' were made aware of the treatment Plaintiff suffered on a regular basis when Plaintiff would verbally and in writing report the conduct of Defendants.

470. As a proximate result of the acts alleged herein by Defendants, Plaintiff has suffered and continues to suffer physical symptoms including, but not limited to, social anxiety, nervousness, panic attacks, extreme difficulty sleeping, flash backs, sexual dysfunction, extreme fear, shame, guilt, paranoia, hot flashes, motion sickness, fainting, difficulty maintaining balance, falling over, headaches, fatigue, stress, chest pain, and forearm, slurred speech, reduced eyesight,

1 loss of interest in activities he formerly found interesting, marital discord, difficulty using the
2 restroom.

3 471. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
4 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
5 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
6 claims general damages for mental distress in an amount according to proof at time of trial.

7 472. The above described actions were perpetrated and/or ratified by a managing agent
8 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
9 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
10 imposition of punitive damages in a sum sufficient to punish and deter Defendant's future conduct.

11 **SIXTEENTH CAUSE OF ACTION**

12 **Negligent Interference with Contractual Relations**

13 473. The allegations set forth in this complaint are hereby re-alleged and incorporated by
14 reference.

15 474. This cause of action is asserted against all Defendants. This cause of action is
16 alternatively pleaded in the event that any Entity Defendant is found not to be Plaintiff's employer
17 under the FEHA.

18 475. Defendants knew or should have known that the employment relationship with
19 Plaintiff would be disrupted if Defendants failed to act with reasonable care.

20 476. Defendants failed to act with reasonable care by perpetuating or failing to correct a
21 psychologically toxic work environment that caused a deterioration in Plaintiff's mental health.

22 477. Defendants' treatment of Plaintiff was so pervasive and severe that Defendants
23 knew or should have known that result would negatively impact Plaintiff in such a way as to
24 interfere with Plaintiff being able to properly perform the duties for which the Plaintiff was under
25 contract. As such, Plaintiff was forced to resign.

26 478. Defendants' wrongful conduct was a substantial factor in causing Plaintiff to suffer
27 general and special damages including economic damages and non-economic damages in excess of
28 this court's jurisdiction according to proof at trial.

488. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff claims general damages for mental distress in an amount according to proof at time of trial.

489. The above-described actions was perpetrated and/or ratified by a managing agent or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

Negligent Infliction of Emotional Distress

490. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

491. This cause of action is asserted against all Defendants.

492. The conduct set forth above by the Defendants was extreme, outrageous, and beyond that which a person in a civilized society should be forced to bear.

493. In so doing the acts and engaging in the conduct alleged herein, Defendants' conduct was so severe and pervasive that it regularly vexed, harassed, annoyed, humiliated, and caused Plaintiff to suffer and continue to suffer emotional distress, and did so with disregard of the Plaintiff.

494. Defendants' unlawful conduct was a substantial factor in causing Plaintiff's severe emotional distress.

496. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff claims general damages for mental distress in an amount according to proof at time of trial.

497. The above-described actions was perpetrated and/or ratified by a managing agent or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

Unruh Civil Rights Act

498. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

499. This cause of action is asserted against Defendants AECOM, PACIFICA, HILL, BuildLACCD, and Doe Defendants.

500. California Civil Code section 51, known as the Unruh Civil Rights Act, provides that “[a]ll person within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation are entitle to the full and equal accommodations, advantages, facilities, privileges, or services, in all business establishments of every kind whatsoever.” Cal. Civ. Code, § 51(a). Civil Code section 51.9 was enacted by the Legislature to

1 address "relationships between providers of professional services and their clients." Stats. 1994,
2 Ch. 710, § 1, p. 3432.

3 501. At all times relevant to this action, Defendants AECOM, PACIFICA, and HILL
4 owed a duty and legal obligation to give full and equal accommodations, facilities, advantages,
5 privileges or services to all persons, regardless of their sex, race, color, religion, ancestry, national
6 origin, or disability.

7 502. Despite this obligation, Defendants AECOM, PACIFICA, and HILL allowed sexual
8 advances, solicitations, sexual requests of Plaintiff and/or engaged in other verbal visual or
9 physical conduct of a hostile and harassing nature based on Plaintiff's sexual orientation, where
10 were pervasive and severe. These acts are described in detail above.

11 503. As a proximate result of the acts alleged herein by Defendants, Plaintiff has
12 suffered and continues to suffer physical symptoms including, but not limited to, social anxiety,
13 nervousness, panic attacks, extreme difficulty sleeping, flash backs, sexual dysfunction, extreme
14 fear, shame, guilt, paranoia, hot flashes, motion sickness, fainting, difficulty maintaining balance,
15 falling over, headaches, fatigue, stress, chest pain, and forearm, slurred speech, reduced eyesight,
16 loss of interest in activities he formerly found interesting, marital discord, difficulty using the
17 restroom.

18 504. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
19 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
20 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
21 claims general damages for mental distress in an amount according to proof at time of trial.

22 505. The above-described actions was perpetrated and/or ratified by a managing agent or
23 officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
24 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
25 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

26 **TWENTIETH CAUSE OF ACTION**

27 **Violation of Civil Code section 51.9**

28 506. The allegations set forth in this complaint are hereby re-alleged and incorporated by

1 reference.

2 507. This cause of action is asserted against AECOM, PACIFICA, HILL, BuildLACCD,
3 and Doe Defendants.

4 508. Plaintiff was in a business, service, or professional relationship with CASTRO,
5 AECOM, PACIFICA, HILL, BuildLACCD, and Doe Defendants.

6 509. CASTRO made repeated sexual advances, solicitations and other verbal and
7 physical conduct of a sexual nature that was unwelcome and pervasive or severe.

8 510. Plaintiff was unable to easily end the relationship with CASTRO and AECOM,
9 PACIFICA, and HILL.

10 511. In so doing the aforementioned acts, CASTRO was acting as an employee or agent
11 of the AECOM, PACIFICA, and HILL. Said acts were in the course and scope of CASTRO's
12 employment or agency relationship with the AECOM, PACIFICA, and HILL.

13 512. As a proximate result of the acts alleged herein by Defendants and each of them,
14 Plaintiff has suffered emotional distress in an amount in excess of the jurisdiction of this Court, to
15 be proven at trial.

16 513. As a proximate result of the acts alleged herein by Defendants, Plaintiff has suffered
17 and continues to suffer physical symptoms including, but not limited to, social anxiety,
18 nervousness, panic attacks, extreme difficulty sleeping, flash backs, sexual dysfunction, extreme
19 fear, shame, guilt, paranoia, hot flashes, motion sickness, fainting, difficulty maintaining balance,
20 falling over, headaches, fatigue, stress, chest pain, and forearm, slurred speech, reduced eyesight,
21 loss of interest in activities he formerly found interesting, marital discord, difficulty using the
22 restroom.

23 514. As an actual and proximate result of Defendants' aforementioned acts, Plaintiff also
24 suffered Post-Traumatic Stress Disorder, Chronic Depression, Benign Paroxysmal Positional
25 Vertigo, attempted suicide, suicidal ideation, social anxiety and other emotional distress. Plaintiff
26 claims general damages for mental distress in an amount according to proof at time of trial.

27 515. Plaintiff has also incurred and continues to incur legal expenses and attorneys' fees.
28 Plaintiff is presently unaware of the precise amount of these expenses and fees. Plaintiff requests

1 attorneys' fees pursuant to Civil Code Section 51.9(b), which incorporates by reference obtainable
2 damages specified in Civil Code Section 52(b)(3), which authorizes the Court to award attorney's
3 fees.

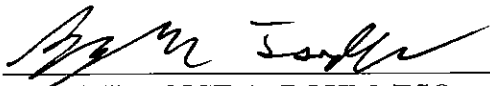
4 516. The above-described actions was perpetrated and/or ratified by a managing agent or
5 officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
6 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
7 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff demands judgment against Defendant and any other defendants
10 who may be later added to this action as follows:

- 11 1. For compensatory damages, including, but not limited to lost wages and non-
12 economic damages in the amount according to proof;
- 13 2. For attorneys' fees and costs pursuant to all applicable statutes or legal principles;
- 14 3. For cost of suit incurred;
- 15 4. For punitive damages or other penalties recoverable by law;
- 16 5. For prejudgment interest on all amounts claimed pursuant to Civil Code section
17 3287 and/or 3288; and
- 18 6 For such other and further relief as the court may deem proper.

19 Dated: November 15, 2017

20 By: 
21 LAWRENCE A. BOHM, ESQ.
22 BRADLEY J. MANCUSO, ESQ.
BRANDON P. ORTIZ, ESQ.
BRYON P. JOSSELYN, ESQ.

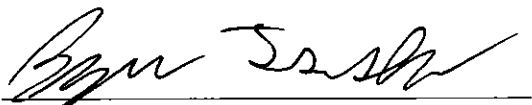
23 Attorneys for Plaintiff,
24 OMAR LARA

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands trial by jury for this matter.
27
28

BOHM LAW GROUP, INC.
21051 WARNER CENTER LN., SUITE 225
WOODLAND HILLS, CALIFORNIA 91367

1 Dated: November 15, 2017

By: 

LAWRANCE A. BOHM, ESQ.
BRADLEY J. MANCUSO, ESQ.
BRANDON P. ORTIZ, ESQ.
BRYON P. JOSSELYN, ESQ.

Attorneys for Plaintiff,
OMAR LARA


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VERIFICATION OF COMPLAINT FOR DAMAGES

I, **OMAR LARA**, have read the attached Complaint for Damages and hereby attest that the same is true of my own knowledge, except as to those matters, which are therein stated on my information or belief, and as to those matter that I believe it to be true.

I declare under penalty of perjury under to the laws of the State of California that the foregoing is true and correct.

This Verification was executed on November 15, 2018 in California.



OMAR LARA

EXHIBIT A



Integration Technology, Inc.
167 Washington Street
Norwell, MA 02061

Feb. 13, 2015

To: Omar Lara

Thank you for doing such a great job at your LACCD interview!

It is my pleasure to offer you role of **Business Analyst I (Accounting/Program Controls Liaison)** on the Los Angeles Community College District's Bond Program. The role is as an "at will" Hourly Employee, where you will be compensated for actual hours worked as reflected on your approved labor logs. During the LACCD orientation they will show you their labor log system, how to record hours and the name of your approver. We will use this same labor log for payroll and billing purposes.

Role: Business Analyst I (Accounting/Program Controls Liaison)

Location: LACCD PMO Office (same building you interviewed in)

Hourly Rate: \$40/hr. Total (\$35/hr. + \$5/hr. Medical Allowance)

Tax Terms: W2

Duration: 1 Year

Start Date: 7/20/2015

Paid Time Off/Vacation: 2 Weeks/Accrued annually, based on hours billed

Expense Reimbursement: Integration Technology, Inc. will reimburse you as follows -

- ½ of your monthly parking fee at the PMO building
- Parking and mileage expenses as tracked in your monthly travel log if applicable

We are really excited to have you on board and look forward to a long and prosperous relationship. Should the customer decide to extend your contract beyond 1 year, there will be an automatic \$5/hr. increase at the start of the second year.

Should you have any questions, please don't hesitate to contact me.

Sincerely,

Integration Technology, Inc.
Scott Pietroski
Partner/COO

EXHIBIT B

1/17/2017

Gmail - FW: Luanne Martenson



Lara Omar <emailslara@gmail.com>

FW: Luanne Martenson

1 message

Fri, Nov 13, 2015 at 11:53 AM

Omar Lara <Omar.Lara@build-laccd.org>
To: Omar Lara <emailslara@gmail.com>

From: Deborah Leister
Sent: Friday, November 13, 2015 11:52 AM
To: Omar Lara
Subject: Luanne Martenson

<http://www.wellness.com/dir/1529719/psychologist/ca/sierra-madre/luann-martenson#referrer>

Respectfully,

Deborah Leister

BuildLACCD

Accounting and Finance

515 S. Flower Street

9th Floor
Los Angeles, CA 90071

T 213-500-5776 (M)

T 213-593-8777 (D)

www.build-laccd.org

EXHIBIT C

No SIM

11:29 AM

54%



CK



Clara

Text Message
Nov 16, 2015, 9:24 AM

Hope the rest of the day gets better. Do rest and come back refreshed tmw. I believe u to show the right attitude and follow through.

Nov 16, 2015, 10:27 AM

Thank you. Even though I took you're advise to ignore Saori's and Lorna's hostility, I am still being harassed even after submitting a 2 week notice. This is so wrong. I will rest now. Have a good day.

I understand but its also your respinsibility to curve your temper too. I do understand your feelings though. Lets try again tmw and im sry about what you are going thru. I do believe that you are strong enough to leave a good lasting impression on this program in the remaining 2 wks. 🙏

I will. Don't worry about that.



Text Message



EXHIBIT D

BuildLACCD

Building for Tomorrow's Leaders

AECOM

LACCD Program Management
515 S. Flower Street, Suite 000
Los Angeles, California 90071
www.build-laccd.org

213.593.8000
866.617.1051

tel
'NA

Performance Improvement PlanDate 11/10/15**Employee**

Name Omar Lara
Title/Position Accounting
Llason/Accounting

Manager

Name Deborah Leister
Title/Position Manager/Accounting

HR Specialist

Lorraine Robles-Dillies

Performance Issues:

Item 1 - Attendance:
Scheduled Work Time - 8:00 AM to 5:00 PM

8/13/15 late due to traffic conditions - 9:16 AM Arrival Time
8/21/15 late due to traffic conditions - 9:25 AM Arrival Time
8/26/15 late due to traffic conditions - 9:03 AM Arrival Time
9/03/15 late due to traffic conditions - 9:16 AM Arrival Time
9/10/15 late due to traffic conditions - 9:31 AM Arrival Time
9/11/15 late due to "woke up late" - 9:49 AM Arrival Time
9/15/15 late due to traffic conditions - 9:22 AM Arrival Time
9/22/15 late due to personal reasons (stuck at DMV) - 12:54 PM Arrival Time
9/28/15 late due to traffic conditions - 9:03 AM Arrival Time
10/12/15 late (waiting for AA to arrive - flat tire) - 9:22 AM Arrival Time
10/19/15 late due to doctor's appointment - 12:18 PM Arrival Time
10/20/15 late due to traffic conditions - 9:42 AM Arrival Time
10/23/15 late due to traffic conditions - 9:04 AM Arrival Time
11/2/15 arrived late without contacting management - 11:16 AM Arrival Time
11/3/15 late - 11:55 AM Arrival Time

Time sheet kicked
in at Oct 2015,
so she lied about
the "irregularity".

(No one was following
Schedule.)

had worked 12 hr day before.
Previous day worked 19 hrs / that day worked 17 hrs

work 8 hrs
Previous day 18 hrs
Sick

DMV
Flat

at car

Doc

Doc

new late

"Sick"

"DMV"

"Flat Tire"

Doctor

Doctor

She was
aware
of everyth

You have received verbal counseling for earlier tardy and absenteeism problems on several occasions. The verbal counseling is not having the impact that we had expected on your attendance. Consequently, this written reprimand is reminding you of the critical importance of your attending work on time and as scheduled. Attendance at work, on time and as scheduled, is a core requirement of your job description. Continuing attendance problems will result in further disciplinary action.

It was just being
harassed because
I complained
about long T. &
Tadline
OL.

Employee explanation:**Performance Improvement Plan:****Action to be taken**

- ☐ Verbal warning
- ☒ Written Warning

- ☐ Probation
- ☐ Suspension

- ☐ Dismissal
- ☐ Other

Explain: It is agreed that by all parties that if attendance is not improved in the next 30 days, termination of task will be enforced.

I was
all there
as no
write up,
but I accept
this.

Look at my
11/24/15 project
under Log & you will
find I never did
work of project
cannot but

Item 2:

There have been several complaints from Program Controls that Omar makes budgetary decisions without direction or clear knowledge of the process that has resulted in financial hardship for the project and many hours to remedy the situation. Omar has been counselled by Deborah Leister many times on this issue and has been given a direction to bring these issues to Deborah Leister for direction. Omar continues to make these decisions without asking for direction, Omar recently made another assumption which caused problems on the Program and the numbers were reported incorrectly (Omar reversed a \$600K claim and accrued unapproved cost for CPT's).

This is
a lie as I
never worked
with the PC Dept.
Sauri Sereen
was in charge
and I was Deborah
Leister that was
soon I was PC Dept.
never ME, never
worked with the PC Dept.
Please remove -

Employee explanation:

was approved by
both the CPT & Deborah
Leister. It was not my
fault & should not be
on my write-up.
Please refer to the back up I
sent where the CPT (Hanan Formi Horre)
approved & final review from
my manager Deborah Leister.

This need to
be removed due to
consideration on
manipulation
after I was
no longer
with the
company.

Performance Improvement Plan:

I agree It was agreed that more training is needed for Omar Lara, Deborah Leister will organize a training plan with Program Controls. The plan will be monitored by Human Resources and weekly meetings will be held with all parties to monitor the progress.

Action to be taken

- ☐ Verbal warning
☒ Written Warning

- ☐ Probation
☐ Suspension

- ☐ Dismissal
☐ Other
-

By signing this document, you acknowledge that you have read and understood the information contained herein.

Employee

Date

Manager

Date

*I never signed because
I didn't agree to the
lies.*

EXHIBIT E

••••• T-Mobile

6:34 PM

78%



DL



Deborah

I c, no one seems happy there. It's not the best environment

It is not very well managed! Abs that affects everyone.

Agree

I hope your case goes really well and then you will be able to get out of there and find a job that will appreciate you! Hang in there.

Thank you very much, I appreciate it.

You get some sleep and keep in touch.

Will do, I'll let you know tomorrow if the bid was won. Good night. We'll be in touch.

BTW what bid?

Maybe I have the wrong term, but an extension of funds to extend the



iMessage

