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10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF BUTTE - UNLIMITED JURISDICTION**

13 CHERI MCKINZIE, an individual,

14 Plaintiff,

15 v.

16 GOLDEN STATE FARM CREDIT, ACA,  
17 a California corporation, and DOES 1-10,  
18 inclusive.

19 Defendants.  
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Case Number: [21CV00487](#)

**COMPLAINT FOR:**

1. **Retaliation in Violation of the FEHA**
2. **Age Discrimination**
3. **Disability Discrimination**
4. **Wrongful Termination in Violation of Public Policy**
5. **Failure to Engage in the Interactive Process**
6. **Failure to Reasonably Accommodate a Disability**
7. **Failure to Prevent Discrimination**

**DEMAND FOR JURY TRIAL**

1 Cheri McKinzie (“Mrs. McKinzie” or “Plaintiff”), by and through her attorneys, the Dhillon Law  
2 Group Inc., files this Complaint on her own behalf, against Golden State Farm Credit, ACA (“Golden  
3 State,” “Golden State Farm Credit,” the “Company,” or “Defendant”) and DOES 1-10 (collectively,  
4 “Defendants”).

## 5 THE PARTIES

6 1. Mrs. McKinzie is an individual who, at all times relevant to the Complaint, resided in  
7 California and worked for Defendants in Butte County, California. Mrs. McKinzie was employed by  
8 Defendant Golden State Farm Credit.

9 2. Golden State Farm Credit is, upon information and belief, a California corporation, and  
10 at all times relevant to the Complaint, was established under the laws of California, with its principal  
11 place of business in California.

12 3. Upon information and belief, Does 1 through 10 are the partners, agents, owners,  
13 shareholders, managers, executives, or other employees of Golden State Farm Credit, and are, or at the  
14 relevant time were, acting on its behalf. Upon information and belief, each and all of the acts and  
15 omissions alleged herein were performed by, or are attributable to, the Defendants, with each having the  
16 legal authority to act as the agent for the other.

17 4. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under  
18 the fictitious names Does 1 through 10, but pray for leave to amend and serve such fictitiously named  
19 Defendants once their names and capacities become known.

## 20 JURISDICTION AND VENUE

21 5. This Court has jurisdiction over this action pursuant to the California Constitution,  
22 Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those  
23 given by statute to other courts.”

24 6. This Court has jurisdiction over all Defendants because, upon information and belief,  
25 each Defendant is either a citizen of California, has sufficient minimum contacts in California, or  
26 otherwise intentionally avails itself to the California market so as to render the exercise of jurisdiction  
27 over it or him by the California courts consistent with traditional notions of fair play and substantial  
28 justice.

7. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants resides, transacts business, or has offices in the County of Butte, and the unlawful practices, acts, and omissions alleged herein took place in the County of Butte.

## FACTUAL ALLEGATIONS

8. Mrs. McKinzie is a 58-year-old woman whose employment at Golden State was the sole source of income for her family. Her employment with Defendant was the only thing ensuring her ten-year-old, special-needs son had health insurance. This same health insurance plan covered her transgender husband's health issues too. Moreover, her job enabled her husband to stay home and take care of their special-needs son on a full-time basis while Mrs. McKinzie worked on her family's behalf. When retirement would eventually arrive, Mrs. McKinzie's benefits would again be her family's sole source of income. But all of this changed because of her employer's inflexible obsession with preventing employees from working remotely during the COVID-19 pandemic and its punishment for seeking reasonable accommodations.

9. Mrs. McKinzie began working as the Marketing and Outreach Director at Golden State Farm Credit in August 2017. She entered with 25 years of experience in marketing already under her belt, 20 of which were in management.

10. On March 19, 2020, all Golden State staff, like most people who worked in offices (and indeed many others) around the United States, began working remotely due to COVID-19 precautions requiring everyone to shelter-in-place.

11. In early-to-middle June 2020, while all employees were continuing to work remotely during the shelter-in-place order, Golden State's Human Resources Department began preparing the protocols and procedures for reopening its offices. During this time, an HR representative emailed Ms. McKinzie asking if she felt she was in the high-risk pool for COVID-19. Mrs. McKinzie responded that she indeed was in the high-risk category, since Plaintiff knew that COVID-19 placed her only-remaining lung, and therefore her life, in serious danger.

12. Instead of just accepting Mrs. McKinzie's explanation, Sally Hacks ("Ms. Hacks") from Human Resources interrogated her about the basis for her medical condition placing her in the high-risk category. Despite the question appearing to be unlawful and unreasonable, Mrs. McKinzie

1 explained that she only had one full lung, because she had previously suffered from lung cancer  
2 (although she had never been a smoker). The cancer had forced her to have most of her left lung  
3 removed. Ms. Hacko responded that the Company would address Mrs. McKinzie's return as it got  
4 closer to reopening the office, which Defendant arbitrarily established would be sometime in July 2020.  
5 It should be noted that as of the filing date of this Action, California continues to maintain shelters in  
6 place and related restrictions due to COVID-19.

7 13. In June 2020, Mrs. McKinzie had a discussion over the phone with Dave Lehrman ("Mr.  
8 Lehrman"), her supervisor, regarding her being at high risk for COVID and COVID-related  
9 complications. Mr. Lehrman was not just Mrs. McKinzie's supervisor; he was also Golden State's  
10 Senior Vice President and Chief Operating Officer. In the discussion, Mr. Lehrman stated that high-  
11 risk employees, including Mrs. McKinzie, were scheduled to return to the office on July 6, 2020.  
12 Though he gave no explanation or basis for his decision to force everyone to return or for that specific  
13 return date, he then emphasized that the Company did not want *any* employees working remotely after  
14 July 6, 2020. It wanted every employee present in the office, whether high-risk or not.

15 14. Committed to her job despite these unreasonable requirements, Mrs. McKinzie told Mr.  
16 Lehrman that she intended to return to the office when it reopened, but she asked him if she could return  
17 on July 18, 2020, not July 6, 2020. Mrs. McKinzie selected July 18, 2020 because it is two weeks after  
18 the fourth of July weekend, which was expected to be a "super spreader" weekend for COVID-19. Mrs.  
19 McKinzie explained to Mr. Lehrman that, given how people can carry the SARS-CoV-2 virus and be  
20 asymptomatic for some time, July 18, 2020, being two weeks after the July 4<sup>th</sup> weekend, would be the  
21 safest time for her to return. Any employees who had contracted COVID-19 would likely have  
22 manifested symptoms alerting him or her to stay home and avoid the office by the time Mrs. McKinzie  
23 was set to return.

24 15. Instead of granting Mrs. McKinzie's reasonable request, Mr. Lehrman said she had to  
25 discuss it with Human Resources. Mrs. McKinzie was unsettled. The fact Mr. Lehrman did not grant  
26 her simple request made her believe she might have to return on July 6, 2020 despite her health concerns  
27 and susceptibility. Unwilling to risk being exposed to COVID-19 after the July 4<sup>th</sup> weekend, Mrs.  
28 McKinzie was forced to ask Mr. Lehrman if she could use vacation time from July 6, 2020 to July 10,

1 2020, which also satisfied the Company’s unreasonable requirement that any employee using vacation  
2 time must take off five consecutive days. Mr. Lehrman approved Mrs. McKinzie’s vacation request.  
3 Mr. Lehrman forced his disabled employee to use her own vacation time because he was unwilling to  
4 address a simple accommodation request.

5 16. During the week of June 8, 2020, Mrs. McKinzie called Melissa Lodin (“Ms. Lodin”),  
6 the Vice President of Human Resources for Golden State, to find out more information about the  
7 accommodations process for her return to work. Ms. Lodin opened the conversation by telling Mrs.  
8 McKinzie that the Company fully expected her to work in the office, and not to work remotely. This  
9 was an immediate cause for concern for Mrs. McKinzie, because it was an immediate denial of any  
10 possible accommodation that did not involve being present in the office, even before the interactive  
11 process had a chance to take place.

12 17. Defendant was so insistent on having employees present in the office that it would  
13 overlook their medically documented health concerns just to achieve its unreasonable goal. Mandating  
14 employees be present in the office would all but ensure that any employee carrying the SARS-CoV-2  
15 virus would spread it throughout the workplace.

16 18. Mrs. McKinzie’s doctor specifically warned her that she was at a “high risk for  
17 complications from COVID-19 infections because of [her] underlying medical condition.” Despite the  
18 obvious bias in favor of having employees work in the office, Mrs. McKinzie never objected to  
19 returning to the office in principle. She simply raised her health concerns about doing so without proper  
20 precautions, since it was clear that no one from Golden State was looking out for her health, safety, or  
21 interests.

22 19. On June 19, 2020, Human Resources pushed back on Mrs. McKinzie’s claim that she  
23 had portions of her lung removed, requesting that she provide proof of that fact. Three days later, Mrs.  
24 McKinzie sent proof showing that she had suffered from lung cancer and had undergone a procedure  
25 to have a portion of her lung removed. Mrs. McKinzie also sent the letter from her insurance company  
26 approving the surgery for the lung removal, an x-ray report describing an empty space where her lung  
27 used to be, and a photo of the lung that had been removed, drawing attention to the cancerous tumor  
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1 plaguing it. Golden State required all of this just to receive an accommodation for Mrs. McKinzie's  
2 return to the office.

3         20.     After she emailed the documents, Mrs. McKinzie called Ms. Lodin to confirm she had  
4 received the documents and inquired as to whether they were sufficient proof of her need for  
5 accommodations to return to work. Ms. Lodin said they were sufficient and then asked if Mrs. McKinzie  
6 might have issues wearing a mask all day while at work. Mrs. McKinzie responded that she was not  
7 sure if that would be a problem, but, in any event, Mrs. McKinzie had her own office and could close  
8 the door during the day—meaning she could remove her own mask if leaving it on all day indeed caused  
9 her any problems.

10         21.     On June 23, 2020, Mrs. McKinzie returned the request for accommodations form with  
11 the following requests:

- 12         • She would return to work on July 20, 2020, which was the Monday following her initial July  
13         18<sup>th</sup> return request;
- 14         • She would be excluded from attending external Company events;
- 15         • She would have limited close-proximity interactions with other people at work;
- 16         • She would not have to travel for work;
- 17         • The Company would provide her a \$3.00 N95 mask;
- 18         • The Company would put her on staggered work shifts, which were apparently already being  
19         implemented at the office for other employees;
- 20         • She would retain the ability to work remotely after major holidays, major spikes of confirmed  
21         cases of COVID, or in the event someone in the office were to test positive for COVID;
- 22         • She would maintain her own office with a door;
- 23         • The Company would minimize the amount that other employees used Mrs. McKinzie's office;
- 24         • Company employees would practice social distancing and wear masks during Company  
25         meetings; and
- 26         • She would be provided an air purifier with an ultraviolet light.

27         22.     None of these seemed unreasonable, given Mrs. McKinzie's unique susceptibility to  
28 COVID-19 and its complications. None of them should seem unreasonable even for a healthy employee  
during a global pandemic such as COVID-19. Indeed, many of these requests were similar to routine  
COVID-19 restrictions and requests in place for the general public.

29         23.     A few days after submitting these requests, Golden State set a meeting with Mrs.  
McKinzie for the afternoon of July 2, 2020 to discuss her accommodation requests and return to work.

1           24.     On or around June 25, 2020 or June 26, 2020—about a week before the scheduled  
2 accommodations meeting—Mrs. McKinzie planned on stopping by Defendant’s office for the first time  
3 since it had reopened. In anticipation of stopping by, Mrs. McKinzie spoke with Kris Costa (“Ms.  
4 Costa”), a Golden State employee in charge of Community Outreach. Mrs. McKinzie asked if she  
5 should use a different door than the one ordinarily used to enter the building, which was a new policy  
6 implemented because of COVID-19. Ms. Costa lightheartedly chuckled, responding that none of the  
7 employees were taking the precautionary policies seriously or complying with them. Mrs. McKinzie  
8 did not need to worry, according to Ms. Costa. But she did. And now even more than she initially  
9 believed. Golden State’s fixation on employees returning to the office clearly was not accompanied by  
10 concerns for health and safety protocols or even basic care for its employees.

11           25.     On the morning of Thursday July 2, 2020—the day the meeting to discuss her  
12 accommodations was scheduled to occur—Ms. Lodin pushed the meeting back to the late afternoon.  
13 Shortly after delaying the meeting, Ms. Lodin cancelled it entirely. Since Mrs. McKinzie was scheduled  
14 for vacation starting Monday July 6, 2020 through Friday July 10, 2020, Mrs. McKinzie asked Ms.  
15 Lodin what she should do on the following Monday, July 13, 2020—whether she should return to the  
16 office, work remotely, or something else altogether. At this point, Golden State still had not told Mrs.  
17 McKinzie whether she could stay home until two weeks after the July 4<sup>th</sup> weekend. Ms. Lodin told Mrs.  
18 McKinzie that Defendant would schedule a meeting for the following Monday, July 13, 2020, to discuss  
19 Mrs. McKinzie’s return to work and accommodations.

20           26.     On July 13, 2020, Mrs. McKinzie arrived at the rescheduled meeting to discuss her  
21 accommodations. Ms. Lodin, Mr. Lehrman, and Rob Faris (“Mr. Faris”), Golden State’s CEO, all  
22 attended this meeting. Instead of discussing the parameters of Mrs. McKinzie’s accommodations, Mr.  
23 Faris notified Mrs. McKinzie out of the blue that she was being terminated due to a “change in business  
24 direction.”

25           27.     Mrs. McKinzie was awestruck and asked why they were going in a “different direction.”  
26 But Mr. Faris, unable to explain the Company’s actions, just repeated himself, “The company is going  
27 in a different direction.” Mrs. McKinzie, in shock, asked again why this was happening, and Mr. Faris  
28 claimed it was due to issues with Mrs. McKinzie “understanding the customer base.”

1           28.     Notably, there had never been any suggestion that Mrs. McKinzie did not “understand  
2 the customer base” or words to that effect. Plaintiff’s end-of-year performance review for 2019 occurred  
3 in early February 2020, shortly before the shelter-in-place orders were implemented. The review was  
4 conducted by Craig Meyer (“Mr. Meyer”) (SVP/Chief Risk Officer), who was Mrs. McKinzie’s former  
5 supervisor. For every category of review, Mrs. McKinzie never received a rating lower than “meets  
6 expectations,” and many reviews showed that she performed far beyond merely meeting expectations.  
7 Mr. Meyer even told Mrs. McKinzie that she “did a good job,” had “solid performance,” and was  
8 “liked” by her “fellow workers.” Mrs. McKinzie even received her end-of-year bonus, which was based  
9 on her performance. She had never been written up for anything at the Company. In short, there was no  
10 evidence of poor performance—or that Mrs. McKinzie was having trouble “understanding the customer  
11 base”—until Plaintiff requested accommodations and was fired for doing so.

12           29.     In her state of shock after being fired during the teleconference to discuss return-to-work  
13 accommodations, Mrs. McKinzie asked Mr. Faris if there was a different department to which she could  
14 transfer, instead of being fired. He simply said, “No.”

15           30.     Mrs. McKinzie lost everything. She lost her job, her family’s sole source of income, her  
16 health insurance, her family’s health insurance, her anticipated retirement benefits through the  
17 Company, and even her self-worth as she begged frantically for Mr. Faris to find any department she  
18 could transfer into if it meant fighting for her family’s health and economic stability during a health  
19 pandemic.

20           31.     As of today, Mrs. McKinzie has not been able to obtain employment, and at her age,  
21 combined with the impact of COVID-19 on the job market, it is very possible she will never obtain  
22 similar employment or ever be able to work again.

23           32.     Mrs. McKinzie has timely exhausted her administrative remedies and has obtained a  
24 right-to-sue letter from the California Department of Fair Employment and Housing for all claims  
25 requiring exhaustion.  
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33. Mrs. McKinzie alleges and incorporates by reference the allegations in each of the preceding paragraphs as if fully set forth herein.

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1           40. Defendants were aware of Mrs. McKinzie is and was over 40 years old, and Mrs.  
2 McKinzie believes and on that basis alleges that her age was a substantial motivating factor in  
3 Defendants' decision to terminate her employment.

4           41. As a proximate result of Golden State's misconduct, Plaintiff McKinzie has suffered and  
5 continues to suffer lost wages and benefits, humiliation, emotional distress, mental pain and anguish,  
6 and other economic damages, in a sum according to proof at trial. Mrs. McKinzie has also incurred and  
7 continues to incur legal expenses, including, but not limited to, costs and attorneys' fees because of  
8 Defendants' conduct.

9           42. Defendants' misconduct was committed intentionally, in a malicious, despicable,  
10 oppressive, fraudulent manner, entitling Mrs. McKinzie to punitive damages against Defendants.

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12                                   **THIRD CAUSE OF ACTION**  
13                                   **Disability Discrimination**  
14                                   **(Against All Defendants)**

15           43. Mrs. McKinzie alleges and incorporates by reference the allegations in each of the  
16 preceding paragraphs as if fully set forth herein.

17           44. Pursuant to California Government Code Section 12940, it is illegal for an employer to  
18 discriminate against an employee because of her disability.

19           45. As detailed above, Mrs. McKinzie had and has a physical disability, which includes, but  
20 is not limited to, the loss of a portion of her lung due to lung cancer, which did and does affect her  
21 respiratory and other systems, and limited and continues to limit her major life activities.

22           46. Defendants were aware of Plaintiff's disability.

23           47. Mrs. McKinzie believes and on that basis alleges that her disability was a substantial  
24 motivating factors in Defendants' decision to terminate her employment.

25           48. As a proximate result of Golden State's willful, knowing, and intentional misconduct,  
26 Plaintiff McKinzie has suffered and continues to suffer lost wages and benefits, humiliation, emotional  
27 distress, mental pain and anguish, and other economic damages, in a sum according to proof at trial.  
28 Mrs. McKinzie has also incurred and continues to incur legal expenses, including, but not limited to,  
costs and attorneys' fees because of Defendants' conduct.

1           49. Defendants' misconduct was committed intentionally, in a malicious, despicable,  
2           oppressive, fraudulent manner, entitling Mrs. McKinzie to punitive damages against Defendants.

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4                                   **FOURTH CAUSE OF ACTION**  
5                                   **Wrongful Termination in Violation of Public Policy**  
6                                   **(Against All Defendants)**

7           50. Mrs. McKinzie alleges and incorporates by reference the allegations in each of the  
8           preceding paragraphs as if fully set forth herein.

9           51. Defendants terminated Mrs. McKinzie's employment in violation of fundamental public  
10          policies under state and federal anti-discrimination and anti-retaliation laws. Specifically, Mrs.  
11          McKinzie's employment was terminated because of her protected activity in requesting medical  
12          accommodations for her disability. Defendants' actions were in violation of California's FEHA,  
13          Government Code Section 12940.

14          52. As a proximate result of Golden State's willful, knowing, and intentional misconduct,  
15          Plaintiff McKinzie has suffered and continues to suffer lost wages and benefits, humiliation, emotional  
16          distress, mental pain and anguish, and other economic damages, in a sum according to proof at trial.  
17          Mrs. McKinzie has also incurred and continues to incur legal expenses, including, but not limited to,  
18          costs and attorneys' fees because of Defendants' conduct.

19          53. As a result of Defendants' wrongful termination of Mrs. McKinzie's employment, Mrs.  
20          McKinzie has suffered general and special damages in sums according to proof. Defendants' wrongful  
21          termination of Plaintiff's employment was done intentionally, in a malicious, fraudulent, oppressive,  
22          fraudulent manner, entitling Mrs. McKinzie to punitive damages.

23                                   **FIFTH CAUSE OF ACTION**  
24                                   **Failure to Engage in the Interactive Process**  
25                                   **(Against All Defendants)**

26          54. Mrs. McKinzie alleges and incorporates by reference the allegations in each of the  
27          preceding paragraphs as if fully set forth herein.

28          55. Pursuant to Government Code Section 12940, it is illegal for an employer to fail to  
engage in a timely, good faith, interactive process with an employee to determine effective, reasonable  
accommodations so that the employee can perform her essential job requirements.

1           56.     Mrs. McKinzie initiated the interactive process to discuss accommodating her disability  
2 upon her eventual return to work in Defendant's office. Mrs. McKinzie had a physical disability that  
3 limited her ability to work in the office, and to work in the office without certain accommodations.

4           57.     Mrs. McKinzie requested reasonable accommodations for her disability so that she  
5 would be able to perform her essential job requirements.

6           58.     Defendants were aware of Mrs. McKinzie's disability, and failed to engage in a timely,  
7 good-faith interactive process with her. Instead of holding a meeting to discuss Mrs. McKinzie's  
8 requested reasonable accommodations, Defendants did a bait and switch, and instead held a meeting to  
9 fire her.

10          59.     Defendants were unwilling to participate in the interactive process to determine whether  
11 reasonable accommodations could be made so that Mrs. McKinzie could perform her essential job  
12 requirements.

13          60.     Mrs. McKinzie believes, and on that basis alleges, that her requests and protected  
14 activity were substantial motivating factors in Defendants' decision to terminate her employment.

15          61.     As a proximate result of Golden State's willful, knowing, and intentional misconduct,  
16 Plaintiff McKinzie has suffered and continues to suffer lost wages and benefits, humiliation, emotional  
17 distress, mental pain and anguish, and other economic damages, in a sum according to proof at trial.  
18 Mrs. McKinzie has also incurred and continues to incur legal expenses, including, but not limited to,  
19 costs and attorneys' fees because of Defendants' conduct.

20          62.     Defendants' misconduct was committed intentionally, in a malicious, despicable,  
21 oppressive, fraudulent manner, entitling Mrs. McKinzie to punitive damages against Defendants.

22                   **SIXTH CAUSE OF ACTION**  
23                   **Failure to Reasonably Accommodate**  
24                   **(Against All Defendants)**

25          63.     Mrs. McKinzie alleges and incorporates by reference the allegations in each of the  
preceding paragraphs as if fully set forth herein.

26          64.     Defendants were Mrs. McKinzie's employer and knew of Mrs. McKinzie's disability.  
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1           65.     Mrs. McKinzie initiated the interactive process to discuss accommodating her disability  
2 upon her eventual return to the office. Instead of holding a meeting to discuss her accommodations,  
3 Defendants held a meeting where Plaintiff's employment was terminated.

4           66.     Defendants never granted Mrs. McKinzie any reasonable accommodations whatsoever.

5           67.     In order to afford Mrs. McKinzie an equal employment opportunity, it was necessary  
6 for Defendants to accommodate Plaintiff pursuant to her reasonable requests for accommodation.

7           68.     Defendants refused to make any accommodations and ultimately fired Ms. McKinzie  
8 for her request.

9           69.     Mrs. McKinzie believes and on that basis alleges that her requests were substantial  
10 motivating factors in Defendants' decision to terminate her employment.

11          70.     As a proximate result of Golden State's willful, knowing, and intentional misconduct,  
12 Plaintiff McKinzie has suffered and continues to suffer lost wages and benefits, humiliation, emotional  
13 distress, mental pain and anguish, and other economic damages, in a sum according to proof at trial.  
14 Mrs. McKinzie has also incurred and continues to incur legal expenses, including, but not limited to,  
15 costs and attorneys' fees because of Defendants' conduct.

16          71.     Defendants' misconduct was committed intentionally, in a malicious, despicable,  
17 oppressive, fraudulent manner, entitling Mrs. McKinzie to punitive damages against Defendants.

18                               **SEVENTH CAUSE OF ACTION**  
19                               **Failure to Prevent Discrimination**  
20                               **(Against All Defendants)**

21          72.     Mrs. McKinzie alleges and incorporates by reference the allegations in each of the  
22 preceding paragraphs as if fully set forth herein.

23          73.     Pursuant to Government Code Section 12940, an employer must take all reasonable  
24 steps to prevent unlawful discrimination.

25          74.     Mrs. McKinzie was an employee of Defendants and was subject to discrimination and  
26 retaliation based on her disability during her employment.

27          75.     Defendants failed to take all reasonable steps to prevent that discrimination and  
28 retaliation.

76. As a proximate result of Golden State's willful, knowing, and intentional misconduct, Plaintiff McKinzie has suffered and continues to suffer lost wages and benefits, humiliation, emotional distress, mental pain and anguish, and other economic damages, in a sum according to proof at trial. Mrs. McKinzie has also incurred and continues to incur legal expenses, including, but not limited to, costs and attorneys' fees because of Defendants' conduct.

77. Defendants' failure to take all reasonable steps to prevent discrimination was a substantial factor in causing Mrs. McKinzie's harm.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendants, as follows, in amounts according to proof:

1. For judgment in favor of Plaintiff against Defendants on all claims and causes of action;
2. For general, special, and compensatory damages in amounts according to proof;
3. For punitive and exemplary damages;
4. For pre-judgment interest;
5. For attorneys' fees and costs of suit incurred herein; and
6. For such other and further relief as the Court deems just and proper.

Date: March 4, 2021

DHILLON LAW GROUP INC.

John-Paul S Seal

Harmeet K. Dhillon  
John-Paul S. Deol  
Dante G. Quilici  
Attorneys for Plaintiff Cheri McKinzie

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury on all claims and issues so triable.

Date: March 4, 2021

DHILLON LAW GROUP INC.



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Harmeet K. Dhillon  
John-Paul S. Deol  
Dante G. Quilici  
Attorneys for Plaintiff Cheri McKinzie