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Superior Court of California
County of Riverside

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF RIVERSIDE**

13 TERRI HAMPTON, an individual,
14
15 Plaintiffs,
16
17 v.

18 RIVERSIDE COMMUNITY COLLEGE
19 DISTRICT; WOLDE-AB ISAAC in his
20 personal and official capacity; and DOES 1
21 through 10, inclusive.

CASE NO.: RIC2000793

FIRST AMENDED COMPLAINT FOR DAMAGES:

1. **GENDER DISCRIMINATION IN VIOLATION OF FEHA;**
2. **HOSTILE WORK ENVIRONMENT AND RETALIATION IN VIOLATION OF FEHA;**
3. **WHISTLE BLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**
4. **WHISTLEBLOWER RETALIATION IN VIOLATION OF CALIFORNIA FALSE CLAIM ACT;**
5. **FAILURE TO PREVENT DISCTIMINATION AND HARASSMENT; AND**
6. **DECLARATORY RELIEF**

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24 Plaintiff, TERRI HAMPTON, brings this action against Defendants, RIVERSIDE
25 COMMUNITY COLLEGE DISTRICT; WOLDE-AB ISAAC in his personal and official
26 capacity; and DOES 1 through 10, inclusive, herein alleges the following:

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1 **PRELIMINARY ALLEGATIONS**

2 1. Plaintiff, Dr. TERRI HAMPTON, (hereinafter referred to as "Plaintiff" or
3 "HAMPTON"), is the Vice-Chancellor of Human Resources and Employee Relations for the
4 Riverside Community College District now and at all material times mentioned in this
5 complaint.

6 2. Defendant, RIVERSIDE COMMUNITY COLLEGE DISTRICT (hereinafter
7 "RCCD") is a public entity pursuant to the laws of the State of California and Plaintiff's
8 employer and acts by and through the board of trustees and the Chancellor.

9 3. Defendant, WOLDE-AB ISAAC, (hereinafter "ISAAC") in his personal and
10 official capacity is the Chancellor of the Riverside Community College District at all times
11 related to this action.

12 4. Plaintiff is presently unaware of the true names and capacities of Defendants
13 sued as Does.

14 5. The true names and capacities, whether individual, corporate, associate, or
15 otherwise, and the true involvement of Defendants sued here as Does 1 through 10, inclusive,
16 are unknown to Plaintiff who therefore sues these Defendants by fictitious names and will
17 amend this Complaint to show the true names, capacities and involvement when ascertained.
18 Plaintiff is informed and believes and alleges that each of the Defendants designated as a Doe
19 is responsible in some manner for the events and happenings referred to herein, and that
20 Plaintiff's injuries and damages were proximately caused by these Defendants.

21 **FACTUAL ALLEGATIONS**

22 6. Plaintiff began working for the Riverside Community College District as the
23 Vice Chancellor of Human Resources and Employee Relations in or about September 2015.

24 7. Through her tenure at Riverside Community College District she has had to
25 balance complicated employment issues, to include bargaining with two separate unions, the
26 California Teachers Association (CTA) representing the faculty and the California State
27 Employees Association (CSEA), Local 535, which represents the staff in addition to the
28 oversight of the Human Resources Department.

1 8. Although her position was challenging with the occasional conflicts between
2 various stakeholders, her job duties became impossible to discharge when in January 2018
3 Wolde- Ab Isaac became Chancellor of the Riverside Community College District and began
4 directing Plaintiff to engage in illegal activities and harassing Plaintiff and other female
5 employees. Since assuming the role of Chancellor, ISAAC has, on a continuing basis,
6 subjected various employees including Plaintiff to harassment and retaliation for resisting
7 illegal activities.

8 9. In or about December 2017, prior to the start of his tenure as Chancellor, Isaac
9 went to Hampton and advised that he wanted to hit the ground running and the first thing he
10 wanted done was for then Chief of Staff, Janet Christine Carlson, to be released from her
11 employment contract. When asked why, he said he did not like her, she was incompetent and
12 that he simply refused to work with her in any capacity. Further, he advised he did not trust
13 her, in part, because she had been quite vocal in letting it be known that she did not want him
14 to be named Chancellor.

15 10. In and around 2018, as soon as the Chancellor assumed his office, he directed
16 that people be moved out of his office, resulting in a violation of Title 5 and of District
17 policy. Plaintiff was forced to reclassify at least one employee to a higher-level position,
18 resulting in a promotion without an appropriate process. Moreover, that employee is not
19 required to perform the same duties as the other similarly situated employee. When Plaintiff
20 advised this was not legal, she was met with hostility.

21 11. The Chancellor is not familiar with the laws associated with collective
22 bargaining, yet he continues to engage in activities that are outside of his depth, routinely
23 giving differing directions on the same matter within hours. This then results in confusion, loss
24 of legitimacy and potential violations of the law as it relates to collective bargaining.

25 12. The Chancellor has directed the Plaintiff to refuse to negotiate and bargain in
26 good faith with classified union representatives unless they presented written proposals. At
27 one time, the Chancellor advised Plaintiff that the faculty union (CTA), which is separate,
28 would negotiate on behalf of the classified union (CSEA) because they were too much trouble,

1 often making things much more difficult than necessary. The Chancellor informed Plaintiff
2 that CSEA would “take what we give them or they shall be alone walking in the dark!”

3 13. The Chancellor is compliant, beyond appropriate boundaries, to the demands
4 and wishes of the faculty union. In or about May 2019, Plaintiff spoke with him about his
5 approach to collective bargaining, she asked him if he was taking over negotiations because her
6 observation was that he was negotiating directly with CTA over many issues, but consistently
7 failing to perform the associated work that went along with those negotiations. And, in so
8 doing, CTA was routinely sending verbal and written communications advising as such.

9 14. Plaintiff asked if the district had “sun-shined” the negotiations proposals for the
10 retirement incentive and retiree health issues because California law requires that the public be
11 informed of the specific proposal so that they have an opportunity to respond to the proposal.
12 Plaintiff advised that failure to engage in that process violates the applicable collective
13 bargaining statute. The Chancellor told Plaintiff that he had not bargained anything, but
14 instead had merely discussed the matters with CTA. The Plaintiff told him she did not believe
15 that the Public Employment Relations Board (PERB) would agree that he had not been
16 engaged in bargaining without first “sun-shining” the proposals through an appropriate
17 process. Plaintiff then advised that the remedy was to go back and properly engage in the sun-
18 shining process and public hearing opportunity. Unfortunately, the Chancellor’s lack of
19 understanding of the law surrounding collective bargaining caused problems and raised
20 concerns.

21 15. During negotiations with CTA over retiree health and the early retirement
22 incentive, CTA demanded that the District roll retirees into the bargaining unit so that they
23 (CTA) could control future collective bargaining around retirees. Both the Chancellor and
24 Vice Chancellor Aaron Brown expressed concern that this would then result in additional costs
25 for the District. Both seemed to be under the impression that the District had no real say in the
26 matter. Plaintiff had to explain to both that it was not permissible to roll the retirees into the
27 bargaining unit because PERB would not allow it. As the authority over collective bargaining

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1 matters, PERB has determined that the bargaining unit consists of employees who perform
2 similar work and, as such, have similar needs in relation to collective bargaining.

3 16. Plaintiff has also observed a differential treatment by the Chancellor between
4 male and female employees who have disagreements with him. For example, the Chancellor
5 consistently offers golden parachutes for male employees that the District has cause to
6 terminate.

7 17. Plaintiff is aware that there have been payouts to employees as a result of
8 disagreements that employees have had with the Chancellor, this includes the release and
9 removal of the Norco College President, who received a payout in spite of the fact that he had
10 engaged in egregious misconduct which actually merited termination for cause.

11 18. Plaintiff has been subjected to weekly meetings with the Chancellor for
12 discussions at which time she is verbally abused and harassed. The Chancellor has told her
13 that she will do what he says and if not, she should be looking for another job. This despite the
14 Chancellor asking her to do activities which were unlawful.

15 19. The Chancellor eliminated the position of Associate Vice Chancellor of
16 Strategic Communication because he did not like the female employee and wanted her gone.
17 The Chancellor also suggested that performance issues were a justification for layoff, but when
18 advised by Plaintiff that performance issues should be addressed in a way that allowed an
19 employee an opportunity to improve performance, the Chancellor stated that they would
20 eliminate the position, forcing a layoff of the employee and then creating a new, lower-level
21 position. Essentially the Chancellor engaged in a sham rationale for the elimination of the
22 position due to his personal animosity towards a female employee. This was contrary to the
23 Education Code which only allows for layoff for lack of work or lack of funds, neither of
24 which was applicable.

25 20. The Chancellor attempted to force Plaintiff to assign classified manager, Diana
26 Torres (HRER Director), higher level duties without benefit of compensation for the
27 performance of said duties, while Plaintiff was away on medical leave. Prior to Plaintiff's
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1 departure, she advised the Chancellor, that in her absence she was going to assign Ms. Torres
2 some of her duties and that Ms. Torres would be compensated for so doing.

3 21. The Chancellor told the Plaintiff that she would not be allowed to compensate
4 Ms. Torres for the additional work she would be performing. The Chancellor became upset that
5 the Plaintiff did not require the HR Director to perform any of her duties while Plaintiff was on
6 medical leave. The Chancellor was verbally abusive to Plaintiff and attempted to intimidate
7 her. However, the reason Ms. Torres was not assigned those duties was because the Chancellor
8 told Plaintiff that she could not pay Ms. Torres to perform that extra duties. Consequently,
9 Plaintiff did not assign Ms. Torres the work, as to do so was against the law. This angered the
10 Chancellor and he was rude and disrespectful towards Ms. Torres while Plaintiff was out on
11 medical leave.

12 22. During one of the weekly one-on-one meetings between the Plaintiff and the
13 Chancellor, in March 2019, the Chancellor threatened Plaintiff multiple times. They were
14 discussing his expectation that Plaintiff turn HR into a shared governance function. The
15 Chancellor said he was tired of people complaining, so his plan was to put it into their hands so
16 that when they complained, he could essentially blame the problem on them. Plaintiff
17 expressed concern with this approach, as HR cannot be a shared governance function. Much of
18 what the office does is statutory, with a great deal falling within the realm of collective
19 bargaining. Plaintiff indicated that they already have a health benefits committee that is
20 advisory, and which takes information back to stakeholders for appropriate negotiation.
21 Plaintiff also advised that the RCCD has an EEO Advisory committee as well.

22 23. The Chancellor told Plaintiff that he wanted her to create a committee that
23 would focus on things in HR, such as performance management. Plaintiff requested more detail
24 from the Chancellor regarding this new committee and he said he wanted this committee to
25 create new performance evaluation tools for classified employees. The Chancellor also placed
26 great emphasis on his belief that faculty should play a significant role in the creation of the
27 evaluation tool for classified employees and that they should be allowed to evaluate classified
28 employees. Plaintiff told the Chancellor that was problematic because classified employees do

1 not report to faculty, that faculty do not supervise classified employees and that performance
2 management is a subject that must be bargained with the classified union.

3 24. The Chancellor became angry and again told Plaintiff he was tired of hearing
4 complaints about HR and that he was going to fix it so that there would be no more complaints
5 and that Plaintiff needed to get with the program or get another job. Plaintiff is an expert in HR
6 and administration of employment relations fall under her area of responsibility. Plaintiff
7 understood that the Chancellor was attempting to override HR policies despite a complete lack
8 of prerequisite knowledge or expertise on the subject.

9 25. The Chancellor said, "I am the Chancellor and you will do what I say." He then
10 added, "You will do what I say, or you will find yourself looking for a job." At that point,
11 Plaintiff told the Chancellor to stop threatening her and that his position as Chancellor did not
12 entitle him to speak to her in that manner. Additionally, Plaintiff told him that his role as
13 Chancellor did not entitle him to direct her to do anything that was unlawful. Plaintiff also
14 asked how dare he speak to her in that manner. Other female employees have expressed similar
15 experiences with the Chancellor. The Chancellor told Plaintiff to think about what she wanted,
16 and that they would talk again about this. The Chancellor seems to believe his position entitles
17 him to act with impunity and it does not. A chancellor cannot do or say what he wants without
18 acceptance of the consequence for so doing.

19 26. Since 2018, Plaintiff has repeatedly been placed in the position of choosing to
20 either comply with the Chancellor's directives or risk his wrath. She has been threatened,
21 humiliated, intimidated, and treated with utter disregard in an effort to assert his power and
22 authority over her. The Chancellor instructed Plaintiff to present highly confidential labor
23 relations information during an open Board meeting on October 1, 2019 despite her repeated
24 advice that the information could and should be presented in a closed session. When Plaintiff
25 first went to the Chancellor at RCC to express her concern with this approach, he became
26 angry, advising that she was to go forward with the presentation, that he was tired of the Board
27 complaining about this, and that he wanted it to go away.

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1 27. Furthermore, the Chancellor told Plaintiff that she was to tell the Board
2 everything that had transpired because he had promised this report to the Board during the
3 meeting. The next day, Plaintiff left a voicemail message advising that she had been unable to
4 sleep and believed they were about to make a huge mistake and she asked him to reconsider.
5 As he often does when he does not want to address something, he did not respond and chose to
6 ignore her instead.

7 28. Plaintiff then went to the Chancellor and advised him that she believed she had
8 a solution that would allow the discussion to take place at the 10/1/19 meeting, but would also
9 allow them to have an appropriate discussion with the Board prior to the public discussion.
10 Plaintiff then recommended that they hold a closed session at the start of the Board meeting,
11 which would allow for proper discussion and decision by the Board as to whether or not they
12 wanted to go forward with the open meeting discussion or pull the item. The Chancellor again
13 said, "No." As a result, Plaintiff was forced to make that presentation.

14 29. After forcing Plaintiff to give the presentation, and in response to the backlash
15 from the presentation, rather than accepting responsibility for what he directed Plaintiff to do,
16 he blamed her for not doing what he said. He then proceeded to shift the blame by
17 communicating throughout the District that it was Plaintiff who had caused the Board to
18 become upset at that meeting and that Plaintiff had failed to do as he directed. The Chancellor
19 shared this sentiment with her colleagues and representatives of the classified union further
20 humiliating her and undermining Plaintiff's ability to perform her duties.

21 30. In retaliation and in violation of Plaintiff's right to privacy, the Chancellor had
22 detailed discussions with her colleagues in regard to her work performance on or about
23 October 2, 2019, during the Vice Chancellors' meeting; on or about October 11, 2019 and
24 again on October 15, 2019, he told CSEA e-board members that Plaintiff failed to comply with
25 his directive, that he never told her to communicate what was presented and that all he had
26 asked her to do was present a timeline of events; and, during his meeting with the College
27 Presidents, he repeated the same statements as those communicated to CSEA and her
28 colleagues. He attempted to share confidential information about Plaintiff's work performance

1 in a meeting on October 15, 2019, with then Board President Tracey Vackar and Vice
2 Chancellor Aaron Brown.

3 31. The Chancellor believes he can do whatever he pleases and his expectation is
4 compliance with his unlawful directives, thus routinely abusing his authority as Chancellor.
5 For example, he requires RCC facilities staff to perform work at his personal residence. A
6 district custodian was directed to perform work at the home of the Chancellor during regular
7 work hours. He so frequently requires RCC facilities staff to perform work at his personal
8 residence that the VP of Admin. has now set up a system to ensure no record exists of the
9 work. For example, when the Chancellor communicates a work need at his home, RCC
10 Facilities contacts a vendor and sends the vendor to his home. The vendor then faxes the bill to
11 the VP of Admin., who then gives the invoice to the Chancellor for payment. VP of Admin,
12 Raymond "Chip" West stated he has the invoices faxed directly to him (West) because he did
13 not want there to be an electronic trail via e-mail. Early on in Plaintiff's tenure at RCCD, the
14 Chancellor was under investigation for similar behavior. When the Plaintiff asked the
15 Chancellor about the assertions, he acknowledged having RCC Facilities staff perform work at
16 his personal home. Despite being told this was inappropriate, he clearly continues to engage in
17 this abuse of power and is incapable of acting with honesty and integrity.

18 32. RCCD has engaged in the practice of paying off employees who have worked
19 under the Chancellor and during his time as President of RCC, a fact about which he professes
20 great pride in his ability to get rid of people. The Chancellor believes himself to always be the
21 smartest person in the room and, as such, is lacking in his ability to demonstrate an ability to
22 show respect and conduct himself in professionally appropriate ways. He consistently
23 demonstrates little understanding of emotional intelligence and the ability to conduct himself
24 appropriately in one-on-one settings. Since the ill-fated presentation to the Board, and as a
25 result of the actions of the Chancellor, Plaintiff has been repeatedly retaliated against,
26 damaged, and forced to utilize time off, as the regrettable work environment has created
27 dissension, promoted disparate treatment and revels in hostility. Plaintiff is receiving medical
28 treatment for her stress as a result of working in these hostile and unprofessional conditions.

1 40. Throughout Plaintiff's time employed by the Riverside Community College
2 District, Plaintiff has been subjected to deliberate and intentional discrimination based on her
3 gender and ethnicity. These actions violate Plaintiff's rights under the Fair Employment and
4 Housing Act (FEHA).

5 41. Defendant Riverside Community College District discriminated against Plaintiff
6 by subjecting her to repeated harassment, undermining her ability to discharge her duties and
7 shifting responsibility for mistakes of her supervisor on her. Additionally, once her working
8 condition became unsustainable Plaintiff has had to continue to endure the horrible working
9 conditions associated with her interaction with the Chancellor.

10 42. Throughout Plaintiff's employment with the Riverside Community College
11 District, Plaintiff performed her duties in an exemplary manner, and was well-respected by all.
12 Additionally, Plaintiff was never given any forms of discipline or written reprimands in any
13 way during her employment nor was the Plaintiff's work performance ever evaluated.

14 43. Plaintiff is informed and believes that the Riverside Community College
15 District has unwritten policies which either intentionally or as applied discriminate against
16 female employees how people are treated and handled when it comes to discipline and
17 termination.

18 44. The various unlawful actions taken by Riverside Community College District
19 against Plaintiff was based upon and constitutes unlawful gender discrimination in violation of
20 her rights protected by the FEHA and, in particular, California Government Code § 12940(a).

21 45. As a direct and proximate cause of the discrimination set forth above, Plaintiff
22 suffered, and is continuing to suffer damages for, among other things, past and future economic
23 losses, to be shown according to proof together with prejudgment interest, all in an amount as
24 yet ascertained, but to be shown according to proof at the time of trial.

25 46. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
26 and continues to suffer physical and emotional distress, humiliation, anguish, and
27 embarrassment. Plaintiff is informed, and believes, and thereupon alleges, that she will

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1 continue to experience said emotional suffering for a period in the future, not presently
2 ascertainable, all in an amount subject to proof at the time of trial.

3 47. As a further proximate result of the conduct of Defendants, and each of them,
4 Plaintiff is entitled to prejudgment interest pursuant to California Civil Code Section 3287
5 and/or any other provision of law providing for prejudgment interest.

6 48. Government Code § 12965(b) provides that a private plaintiff prevailing in an
7 action brought under FEHA may be awarded his attorney's fees incurred in bringing and
8 prosecuting this action. In such regards, Plaintiff has incurred and will continue to incur
9 attorney's fees in the filing, prosecution, and maintenance of this action, as well as other
10 litigation expenses and court costs. The exact amount of such attorney's fees, costs, and
11 expenses is not presently known, but will be shown according to proof at the time of trial.

12 **SECOND CAUSE OF ACTION**
13 **Hostile Work Environment/ Retaliation**
14 *[Against All Defendants]*

15 49. Plaintiff, re-alleges and incorporates by reference herein, all of the allegations in
16 paragraphs 1 through 48, inclusive of this complaint.

17 50. Plaintiff was subjected on a daily basis to harassment by Defendants, who had
18 the authority to fire her or retaliate against Plaintiff, including taking away job duties and
19 undermining her ability to perform her duties. Defendants constantly undermined her authority,
20 which became retaliation for her simply performing her job duties forcing a constructive
21 discharge of her.

22 51. Defendants also made statements and involved Plaintiff in managerial decisions
23 which were illegal.

24 52. Plaintiff was forced to endure a work environment in which the Chancellor
25 personally subjected her to harassment which included undermining her authority, demeaning
26 and belittling her, and blaming Plaintiff for decisions made by the Chancellor. Defendant
27 Isaac's actions subject him to personal liability under Government Code § 12940 (j) (3)

28 53. As a proximate result of the conduct of Defendants, Plaintiff suffered and will
suffer physical, mental, and emotional injuries, pain, distress, suffering, anguish, fright,

1 nervousness, grief, anxiety, worry, shame, mortification, injured feelings, shock, humiliation
2 and indignity, as well as other unpleasant physical, mental, and emotional reactions, damages
3 to reputation, and other non-economic damages, in a sum to be ascertained according to proof.

4 54. As a further proximate result of the conduct of Defendants, and each of them,
5 Plaintiffs were required, and/or in the future may be required, to engage the services of health
6 care providers, and incurred expenses for health care, services, supplies, medicines, health care
7 appliances, modalities, and/or other related expenses in sum to be ascertained according to
8 proof.

9 55. As a further proximate result of the conduct of Defendants, and each of them,
10 Plaintiff suffered other incidental and consequential damages, in the amount according to
11 proof.

12 56. As a further proximate result of the conduct of Defendants, and each of them,
13 Plaintiff is entitled to prejudgment interest pursuant to California Civil Code Section 3287
14 and/or any other provision of law providing for prejudgment interest.

15 57. Government Code § 12965(b) provides that a private plaintiff prevailing in an
16 action brought under FEHA may be awarded attorney's fees incurred in bringing and
17 prosecuting this action. In such regards, Plaintiff has incurred and will continue to incur
18 attorney's fees in the filing, prosecution, and maintenance of this action, as well as other
19 litigation expenses and court costs. The exact amount of such attorney's fees, costs, and
20 expenses is not presently known, but will be shown according to proof at the time of trial.

21 **THIRD CAUSE OF ACTION**

22 **Whistle Blower Retaliation in Violation of Labor Code § 1102.5**

23 *[Against Defendant Riverside Community College District]*

24 58. Plaintiff, re-alleges and incorporates by reference herein, all of the allegations in
25 paragraphs 1 through 57, inclusive of this complaint.

26 59. The State of California also has a public policy to protect employees from being
27 terminated in retaliation for reporting illegal activity or for refusing to participate in an activity
28 that would result in a violation of state or federal statute or regulation. (Labor Code § 1102.5).

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1 60. Plaintiff spoke out against various forms of improper activities taking place in
2 the District, including the Chancellor's violating labor law and the rights of unions, collective
3 bargaining agreements, discriminating against classified and female employees, and using paid,
4 on-duty district staff to perform work in his personal residence.

5 61. In retaliation, Plaintiff was subjected to a coordinated campaign led by
6 Chancellor to defame her character, demean the quality of her work and harass her. This was
7 done in retaliation for Plaintiff advising his superior of illegal conduct discussed above.

8 62. As a result of Plaintiff speaking up against the illegal practices and activities,
9 Defendant made her working conditions intolerable amounting to constructive discharge.

10 63. As a proximate result of the conduct of Defendants, Plaintiff suffered and will
11 suffer physical, mental, and emotional injuries, pain, distress, suffering, anguish, fright,
12 nervousness, grief, anxiety, worry, shame, mortification, injured feelings, shock, humiliation
13 and indignity, as well as other unpleasant physical, mental, and emotional reactions, damages
14 to reputation, and other non-economic damages, in a sum to be ascertained according to proof.

15 64. As a further proximate result of the conduct of Defendants, and each of them,
16 Plaintiff was required, and/or in the future may be required, to engage the services of
17 healthcare providers, and incur expenses for health care, services, supplies, medicines,
18 healthcare appliances, modalities, and/or other related expenses in sum to be ascertained
19 according to proof.

20 65. As a further proximate result of the conduct of Defendants, and each of them,
21 Plaintiff suffered other incidental and consequential damages, reinstatement and other
22 damagers in the amount according to proof.

23 66. As a further proximate result of the conduct of Defendants, and each of them,
24 Plaintiff is entitled to prejudgment interest pursuant to California Civil Code Section 3287
25 and/or any other provision of law providing for prejudgment interest.

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1 **FOURTH CAUSE OF ACTION**
2 **Whistle Blower Retaliation in Violation of California False Claim Act**
3 *[Against Defendant Riverside Community College District]*

4 67. Plaintiff, re-alleges and incorporates by reference herein, all of the allegations in
5 paragraphs 1 through 66, inclusive of this complaint.

6 68. Pursuant to California Government Code § 12653, no employer shall discharge,
7 demote, suspend, threaten, harass, deny promotion to, or in any other manner discriminate
8 against, an employee in the terms and conditions of employment for disclosing information to a
9 government or law enforcement agency investigating an allegation of a false claim.

10 69. Plaintiff spoke out against a systematic defrauding of the state which involved
11 various employees to allow the Chancellor to utilize paid, on-duty district maintenance staff to
12 perform work in his personal residence while the state paid for the cost of labor and insurance
13 for the staff.

14 70. In retaliation, Plaintiff was subjected to a coordinated campaign led by
15 Chancellor to defame her character, demean the quality of her work and harass her. This was
16 done in retaliation for Plaintiff advising his superior of illegal conduct discussed above.

17 71. As a result of Plaintiff speaking up against the illegal practices and activities
18 Defendant made her working conditions intolerable, amounting to constructive discharge.

19 72. As a proximate result of the conduct of Defendants, Plaintiff suffered and will
20 suffer physical, mental, and emotional injuries, pain, distress, suffering, anguish, fright,
21 nervousness, grief, anxiety, worry, shame, mortification, injured feelings, shock, humiliation
22 and indignity, as well as other unpleasant physical, mental, and emotional reactions, damages
23 to reputation, and other non-economic damages, in a sum to be ascertained according to proof.

24 73. As a further proximate result of the conduct of Defendants, and each of them,
25 Plaintiff was required, and/or in the future may be required, to engage the services of
26 healthcare providers, and incur expenses for health care, services, supplies, medicines,
27 healthcare appliances, modalities, and/or other related expenses in sum to be ascertained
28 according to proof.

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1 81. Defendant's failure to take reasonable steps is a substantial factor in Plaintiff's
2 injuries.

3 82. As a direct and proximate cause of the discrimination set forth above, Plaintiff
4 suffered, and continues to suffer damages for, among other things, past and future economic
5 losses, to be shown according to proof together with prejudgment interest, all in an amount as
6 yet to be determined, but to be shown according to proof at the time of trial.

7 83. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered
8 and continues to suffer emotional distress, humiliation, anguish, and embarrassment. Plaintiff
9 is informed, and believes, and thereupon alleges, that he will continue to experience said
10 emotional suffering for a period in the future, not presently ascertainable, all in an amount
11 subject to proof at the time of trial.

12 84. As a further proximate result of the conduct of Defendants, and each of them,
13 Plaintiff is entitled to prejudgment interest pursuant to California Civil Code Section 3287
14 and/or any other provision of law providing for prejudgment interest.

15 85. Government Code § 12965(b) provides that a private plaintiff prevailing in an
16 action brought under FEHA, may be awarded his attorney's fees incurred in bringing and
17 prosecuting this action. In such regard, Plaintiff has incurred and will continue to incur
18 attorney's fees in the filing, prosecution, and maintenance of this action, as well as, other
19 litigation expenses and court costs. The exact amount of such attorney's fees, costs, and
20 expenses is not presently known, but will be shown according to proof at the time of trial.

21 **SIXTH CAUSE OF ACTION**

22 **Declaratory Relief**

[Against All Defendants]

23 86. Plaintiff, re-alleges and incorporates by reference herein, all of the allegations in
24 paragraphs 1 through 85, inclusive of this complaint.

25 87. An actual controversy has arisen and now exists between Plaintiff and
26 Defendants concerning the validity of the District's policy regarding the discrimination, hostile
27 work environment and retaliation over protected activities.

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1 88. Plaintiff seeks a declaration that the Riverside Community College District
2 violated her rights and public policy by the actions of Defendants and that this case advanced a
3 public policy and provided a benefit to the public in exposing the illegal conduct and retaliation
4 as alleged herein.

5 89. Plaintiff also seeks a declaration that Riverside Community College District
6 policies as applied discriminate against female employees.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays for judgment as to all causes of action as follows:

- 9 1. For economic and non-economic general, special and compensatory damages
10 according to proof;
11 2. For prejudgment and post judgment interest on any lost or unpaid wages, benefits,
12 retirement, according to law;
13 3. For reasonable attorney's fees and costs of suit incurred herein pursuant to Labor
14 Code § 1102.5, Government Code § 12965(b) and 12653 (b), CCP § 1021.5 and
15 any other relevant provision under California law for the claims provided herein
16 which allow for attorneys' fees;
17 4. For punitive damages against the individual Defendants; and
18 5. For such other and further relief as the court may deem just and proper.

19
20 Dated: February 21, 2020

WAGNER ZEMMING CHRISTENSEN, LLP

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23 DENNIS E. WAGNER, Esq.
24 Attorneys for Plaintiff, TERRI HAMPTON