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8 **ALBERT M. CHAVEZ; MARKIST HERBERT; RUDY REYES;**  
9 **GEORGE W. ROBINSON, JR.; JOHN R. STUTZMAN, JR.;**  
10 **MICHAEL L. THOMPSON**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE  
RIVERSIDE COURTHOUSE**

ALBERT M. CHAVEZ; MARKIST  
HERBERT; RUDY REYES; GEORGE W.  
ROBINSON, JR.; JOHN R.  
STUTZMAN, JR.; and MICHAEL L.  
THOMPSON,

Plaintiffs,

vs.

MORONGO CASINO RESORT & SPA,  
a.k.a. MORONGO GAMING AGENCY,  
and a.k.a. MORONGO BAND OF  
MISSION INDIANS; JERRY  
SCHULTZE; RALPH CHAPMAN;  
ROBERT FERRELL; ROD MERCADO;  
NEAL REED; and DOES 1-10,  
Inclusive,

Defendants.

**CASE NO.**

COMPLAINT FOR DAMAGES FOR:

(1) RETALIATION BASED ON  
DISCRIMINATION [Gov. Code §  
12940(h)];

(2) DISCRIMINATION [Gov.  
Code § 12940(a)];

(3) DISCRIMINATION BASED  
ON AGE [Gov. Code § 12940]

(4) DISCRIMINATION BASED  
ON SEX [Gov. Code § 12940]

(5) HARASSMENT IN  
VIOLATION OF THE FAIR  
EMPLOYMENT & HOUSING ACT

(6) WRONGFUL TERMINATION  
IN VIOLATION OF THE FAIR  
EMPLOYMENT AND HOUSING ACT  
(FEHA) AND PUBLIC POLICY

(7) FAILURE TO PREVENT  
WORKPLACE DISCRIMINATION

(8) INTENTIONAL INFLICTION  
OF EMOTIONAL DISTRESS

(9) NEGLIGENT INFLICTION OF  
EMOTIONAL DISTRESS

(10) DEFAMATION

(11) BREACH OF CONTRACT

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1 Plaintiffs ALBERT M. CHAVEZ; MARKIST HERBERT; RUDY REYES;  
2 GEORGE W. ROBINSON, JR.; JOHN R. STUTZMAN, JR.; and MICHAEL L.  
3 THOMPSON hereby complain against Defendants, and each of them,  
4 and alleges the following causes of action:

5 **NATURE OF THE CASE**

6 1. This is a civil action seeking damages and relief  
7 against defendants for committing acts against Plaintiffs and for  
8 depriving Plaintiffs of rights secured by the laws of the state  
9 of California as clearly articulated in the Amendment to the  
10 Tribal-State Compact Between the State of California and the  
11 Morongo Band of Mission Indians (hereafter "1999 Compact"). The  
12 Morongo Casino Resort & Spa (hereafter "Morongo") agreed with the  
13 State of California that California tort law shall govern all  
14 claims, including business torts which include wrongful  
15 termination of employment, discrimination, harassment negligence,  
16 and intentional torts. This action is also brought by Plaintiffs  
17 for the unlawful conduct on the part of the above-named  
18 defendants causing these Plaintiffs to be subjected to  
19 discrimination, harassment, and retaliation because they engaged  
20 in the protected activity of opposing unlawful employment actions  
21 which were in violation of the California Fair Employment and  
22 Housing Act and the California Labor Code.

23 2. As a result of being continuously humiliated and  
24 embarrassed with the loss of self-esteem associated with the  
25 reduction of their job responsibilities, the assignment to menial  
26 work duties, demoted, and continued employment on terms less  
27 favorable than Plaintiffs' former status, to name a few,  
28 Plaintiffs were summarily fired or permanently laid off as

follows:

1 Plaintiff Al Chavez was terminated on June 17, 2011.

2 Plaintiff Markist Herbert was terminated on September 14, 2010.

3 Plaintiff Rudy Reyes was terminated on May 21, 2011.

4 Plaintiff George W. Robinson, Jr. was terminated on July 29,  
5 2010.

6 Plaintiff John R. Stutzman, Jr. was terminated on August 1, 2010.

7 Plaintiff Michael L. Thompson was terminated on December 3, 2010.

8 **JURISDICTION AND VENUE**

9 1. Plaintiffs have suffered and continue to suffer  
10 actual injuries as a result of the intentional, malicious, and  
11 unlawful conduct on the part of the above-named defendants.

12 Plaintiffs have suffered and continue to suffer actual injuries  
13 as a result of the intentional and malicious conduct on the part  
14 of the above-named defendants. Plaintiffs also have a personal  
15 stake in the outcome of this action.

16 2. Morongo is located within the jurisdiction of the  
17 Riverside Court of the California Superior Court in and for the  
18 County of Riverside.

19 3. Jurisdiction of this Court is invoked pursuant to the  
20 Government Code section 12900 et seq. Further, and even more  
21 importantly, jurisdiction of this Court is invoked pursuant to th  
22 Amendment to the Tribal-State Compact Between the State of  
23 California and the Morongo Band of Mission Indians 1999. Morongo  
24 agreed to adopt and comply with state and federal anti-  
25 discrimination laws (which does not include preferences to Native  
26 Americans) and California tort laws.

**SUMMARY OF CLAIMS AND COMMON AND BACKGROUND FACTS**

1           1.       This is an action for damages by Plaintiffs against  
2 their former employer, defendants Morongo, Jerry Schultze  
3 (hereafter "Schultze"), Ralph Chapman (hereafter "Chapman"),  
4 Robert Ferrell (hereafter "Ferrell"), Rod Mercado (hereafter  
5 "Mercado"), and Neal Reed (hereafter "Reed"), and against certain  
6 fictitiously named Defendants, DOES 1 through 10, inclusive, who  
7 include supervisory, managerial, and other responsible officials  
8 and employees of Morongo. Plaintiffs' claims involve both  
9 California statutory and common law violations by Defendants,  
10 including without limitation, Defendants' (a) repeated and  
11 willful acts, course of conduct, and statements discriminating  
12 against Plaintiffs, based inter alia, on Plaintiff's national  
13 origin, ancestry and/or race, all in violation of the California  
14 Fair Employment and Housing Act ("FEHA"), specifically California  
15 Government ("Gov.") Code §12940(a), (b) retaliation against  
16 Plaintiffs, leading to and resulting in the wrongful termination  
17 of their employment with Defendant Morongo, based on Plaintiffs  
18 reporting of and protests against Defendants' acts, course of  
19 conduct, and statements discriminating against Plaintiffs, as  
20 aforesaid, in violation of FEHA, specifically Gov. Code §12940(h)  
21 thereof, and (c) retaliation against Plaintiffs.

22           2.       Plaintiffs specifically, but not exclusively, contend  
23 that Defendants retaliated against Plaintiffs because Plaintiffs  
24 reported internally at Morongo and would not cover up (a)  
25 Defendants' acts, statements, and course of conduct of  
26 discrimination against Plaintiffs, including by impugning and  
27 mocking Plaintiffs and treating Plaintiffs in a discriminatory  
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1 manner with respect to their job assignments, compensation,  
2 performance evaluation and, ultimately, their unlawful employment  
3 termination.

4 3. Defendants further retaliated against Plaintiffs, and  
5 committed the other wrongful acts herein described, because  
6 Plaintiffs had protested to Defendants and had sought cessation  
7 of and relief from the hostile, harassing, and offense work  
8 environment to which they were subjected as an employees of  
9 Morongo, which included the discriminatory acts, course of  
10 conduct and statements cited above, as well as the inappropriate  
11 sexually directed remarks and conduct committed and/or sanctioned  
12 by Morongo officials. Defendants acts of retaliation additionally  
13 included, without limitation, Defendants' defaming and  
14 disparaging Plaintiffs, including through false characterizations  
15 of Plaintiffs' performance as a Monrongo employee, removal and/or  
16 destruction of Plaintiff's records and positive performance  
17 reports, and slanderous statements by individuals affiliated with  
18 defendant Morongo, which persons are included in DOES 1 through  
19 10.

20 4. Based on Defendants' wrongdoing as alleged,  
21 Plaintiffs are entitled to recover damages for past and future  
22 loss of earnings and benefits, general damages for physical,  
23 emotional, and mental injuries, harm and distress, as well as for  
24 reputational damages Plaintiff has suffered, together with  
25 punitive damages against certain named and fictitiously named  
26 Defendants, prejudgement interest, and statutory attorneys' fees  
27 and costs of suit.  
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**PARTIES**

1           5.       At all times herein mentioned Plaintiffs ALBERT M.  
2 CHAVEZ (hereafter "Chavez"), MARKIST HERBERT (hereafter  
3 "Herbert"), RUDY REYES (hereafter "Reyes"), GEORGE W. ROBINSON,  
4 JR. (hereafter "Robinson"), JOHN R. STUTZMAN, JR. (hereafter  
5 "Stutzman"), and MICHAEL L. THOMPSON (hereafter "Thompson") were  
6 and are residents of the State of California.

7           6.       Plaintiffs are informed and believe and based on such  
8 information and belief allege that at all times herein mentioned,  
9 Defendant Morongo was and is an Indian Tribe, doing business as a  
10 resort spa and gambling casino pursuant to the fully executed  
11 Tribal-State Compact Between the State of California and the  
12 Morongo Band of Mission Indians and the Amendment to the Tribal-  
13 State Compact Between the State of California and the Morongo  
14 Band of Mission Indians, within the County of Riverside in State  
15 of California.

16          7.       Plaintiffs are informed and believe and based on such  
17 information and belief allege that at all times herein mentioned,  
18 Defendant Schultze was the Executive Director for the Morongo  
19 Gaming Agency/Security Director.

20          8.       Plaintiffs are informed and believe and based on such  
21 information and belief allege that at all times herein mentioned,  
22 Defendant Chapman was a Lieutenant and Watch Commander in the  
23 Security Department for Morongo.

24          9.       Plaintiffs are informed and believe and based on such  
25 information and belief allege that at all times herein mentioned,  
26 Defendant Ferrell was the Human Resources Director for Tribal  
27 Administration for Morongo.

10. Plaintiffs are informed and believe and based on such information and belief allege that at all times herein mentioned, Defendant Mercado was the Human Resources Manager for Tribal Administration for Morongo.

11. Plaintiffs are informed and believe and based on such information and belief allege that at all times herein mentioned, Defendant Reed was an Administrative Lieutenant in the Security Department for Morongo.

12. Plaintiffs are unaware of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants named as DOES 1 through 10 inclusive. Pursuant to Code of Civil Procedure section 474, Plaintiffs will seek leave of the Court to amend this Complaint to state said Defendants' true names and capacities when the same have been ascertained. Plaintiffs informed and believe, and based upon such information and belief allege, that said fictitiously-named Defendants DOES 1 through 10 each are responsible and liable to Plaintiffs in some manner for the injury and damages to Plaintiffs alleged herein.

**AGENCY**

13. Plaintiffs are informed and believe, and based upon such information and belief allege, that Defendants MORONGO, SCHULTZE, CHAPMAN, FERRELL, MERCADO, REED, and DOES 1 through 10, inclusive, and each of them, at all times herein mentioned were the agents, employees, servants, co-joint venturers, partners, and/or co-conspirators of the remaining Defendants, and were acting in the course and scope of such agency, employment, joint ventures, partnership, and/or conspiracy in the matters herein



1 alleged; that Defendants, and each of them, in doing the acts and  
2 performances herein alleged were the actual and/or ostensible  
3 agents of the remaining Defendants and were acting within the  
4 course and scope of said agency; that each and every Defendant,  
5 as aforesaid, when acting as a supervisor, employer, or other  
6 principal, was negligent in selecting, hiring, supervising, and  
7 continuing the employment of each and every Defendant who was or  
8 is an agent, servant, employee, partner, co-joint venturer and/or  
9 co-conspirator with each such principal Defendant; and/or that  
10 each Defendant approved, consented, and agreed to, support,  
11 participate in, authorize, and/or ratified the acts and/or  
12 omissions of the other Defendants who were or are agents,  
13 servants, employee, employers, or other principals, partners,  
14 joint venturer, and/or co-conspirators of and with each such  
15 Defendant.

16 **SUMMARY OF FACTS**

17 A. **PLAINTIFFS PRIOR LAW ENFORCEMENT/SECURITY EMPLOYMENT RECORD,**  
18 **HIRING AT MORONGO, AND JOB PERFORMANCE AT MORONGO.**

19 14. Plaintiffs' Long and Distinguished Prior Service.

20 a. Prior to their employment with Defendant  
21 Morongo, Plaintiffs had been employed by other employers and even  
22 in law enforcement and/or security.

23 b. Plaintiffs had not been subjected to negative  
24 performance feedback or accusations of misconduct; nor had they  
25 ever been terminated from an employment in law  
26 enforcement/security, prior to their employment with Defendant  
27 Morongo.

15. Plaintiffs Hired by Morongo Based on Defendants'  
1 False Representations and Promises.

2 a. Plaintiffs were hired by Defendant Morongo in  
3 the Security Department. Defendants, through the agents of  
4 Morongo, verbally promised Plaintiffs, as incentive for  
5 Plaintiffs accepting said employment, and a condition of  
6 Plaintiffs' hiring, that Plaintiff would be compensated  
7 commensurate with their qualifications and level of  
8 responsibilities. Plaintiffs were led to believe they would be  
9 treated fairly and in accordance with the laws of the State of  
10 California and the policies of Morongo.

11 b. Thereafter, Plaintiffs remained continuously  
12 employed by Defendant Morongo until their Wrongful Termination on  
13 dates as listed above.

14 c. All said misrepresentations and promises made  
15 to Plaintiffs about Plaintiffs having a contract of employment so  
16 long as they performed their jobs in a satisfactory manner, and  
17 any failure to be treated fairly could only be for good cause  
18 proven or believed to be true in good faith and then would be  
19 carried out only in accordance with the stated written policies  
20 of Morongo.

21 16. Plaintiffs' Record of Valuable and Skilled Services  
22 for Defendant Morongo.

23 a. Throughout their employment by Morongo,  
24 Plaintiffs performed their job duties competently and  
25 conscientiously, including by delivering performance as directed,  
26 deterring and resolving major safety issues, exercising prudent  
27 oversight, and in collaboration with security officers and  
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supervisors, producing good to outstanding performance.

1 Plaintiffs received accolades from security officers and  
2 supervisors.

3           b. Plaintiffs were entitled by California and  
4 tribal law and merited by their own professional conduct and  
5 performance to have their legal rights upheld, recognized and  
6 protected by Defendants, including to be treated in a respectful  
7 and appropriate manner by their superiors and other management  
8 and personnel of Defendant Morongo, including all or some of the  
9 Defendants DOES 1 through 10. Defendants had no legal right or  
10 authority to mistreat Plaintiffs or to violate their legal rights  
11 in the manner herein described or otherwise.

12 B. **PLAINTIFFS REPORT HOSTILE WORK ENVIRONMENT AND STATUTORY**  
13 **VIOLATIONS, INCLUDING INAPPROPRIATE SEXUAL COMMUNICATIONS AT**  
14 **MORONGO.**

15 17. **PLAINTIFF CHAVEZ**

16 Chavez is a 41 year old male of Latino descent. On or about  
17 May 1992, Chavez was hired as a Video Attendant then Security.  
18 In 2003, he complained about sexual advances made to his fiancée  
19 at work. He was then discharged and later rehired.  
20 Subsequently, Chavez's wages were reduced, and he was assigned to  
21 less desirable work and subjected to threats of discharge,  
22 including but not limited to continuous vulgar profanity directed  
23 to him. On July 21, 2010, Chavez filed a Charge of Discrimination  
24 with the United States Equal Employment Opportunity Commission  
25 ("EEOC"). The EEOC notified Morongo about the Charge of  
26 Discrimination from Chavez. Days later, Chavez was harassed and  
27 demoted. Beginning July 26, 2010, Chavez was demoted with much  
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1 less pay from the X-ray Team Security Supervisor to Floor  
2 Security Supervisor. No reasons were given to him for the  
3 demotion. Defendant Reed told Chavez, however, it came from  
4 management. On June 17, 2011, Chavez's employment was terminated  
5 while he was on an authorized medical leave of absence and under  
6 a doctor's care.

7 18. **PLAINTIFF HERBERT**

8 Herbert is a 38 year old African-American male. On or about  
9 June 2007, he was hired as a Security Officer. In June 2008,  
10 Herbert was denied a raise when other non-African American  
11 Security Officers were given raises. Later, Herbert was denied a  
12 cost of living increase along with being denied equipment. Other  
13 non-African American employees received cost of living increases  
14 and equipment. In early July 2010, Herbert complained about a  
15 hostile work environment. He never received a response even  
16 though he following the policies and procedures of Morongo for  
17 such complaints. On July 21, 2010, Herbert filed a Charge of  
18 Discrimination with the EEOC. Morongo was notified by the EEOC.  
19 Thereafter, Herbert was demoted and denied a promotion. On or  
20 about July 30, 2010, less than one month later, Herbert was  
21 threatened with termination if Herbert continued to complain. It  
22 was Schultze who told Herbert he did not receive the raise when  
23 it was first denied and did not receive the cost of living  
24 increase and equipment because there was no money in the budget  
25 for Herbert. On or about July 30, 2010, Chapman told Herbert if  
26 Herbert complained, Herbert would be terminated. On September  
27 14, 2010, less than two months later, Herbert was terminated.  
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19. **PLAINTIFF REYES**

1 Reyes is a 61 year old Latino. He began working for Morongo  
2 on or about June 5, 2007. His last position with the company was  
3 that of a security officer. On or about July 29, 2010, Reyes  
4 observed he had been demoted from the X-Ray Unit and reassigned  
5 as a regular security officer which had less prestige than that  
6 of one assigned to the X-Ray Unit. Reyes had been subjected to  
7 different terms and conditions of employment which included  
8 retaliation to being transferred from the night shift to the day  
9 shift even though it was understood his son has a learning  
10 disability and is on medication which requires constant  
11 supervision. Reyes was his son's primary caregiver when Reyes  
12 worked for Morongo. Reyes requested to remain on the night shift  
13 but was denied even though there were security officers on the  
14 night shift who had requested and were granted changes to the day  
15 shift. Reyes was told there were no openings and that no future  
16 opening would be provided. No reasons or other explanation was  
17 given to Reyes as to why he had been demoted and transferred.  
18 Beginning June 2010, Reyes complained in writing about the  
19 disparate treatment, following the policies and procedures of  
20 Morongo, but nothing was done. In June 2010, Chapman walked up  
21 to Reyes and stated, "I'm going to get you fired, and 'fuck you.'  
22 Chapman did told Reyes that Reyes was on the wrong side by  
23 joining with the other security officers and complaining about  
24 the discrimination, harassment, and retaliation at Morongo. Reyes  
25 was terminated on May 21, 2011.  
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20. **PLAINTIFF ROBINSON**

1 Robinson is a 60 year old Caucasian male. Robinson had been  
2 working for Morongo since about November 22, 2009, as the  
3 Director of Special Operations & Security Training. Robinson  
4 reported to Schultze. From the beginning, Robinson complained  
5 about his observations of disparate treatment of the security  
6 officers as well as the retaliation, harassment, and unlawful  
7 hostile work environment. As a result, Robinson, himself, was  
8 continuously subjected to harassment and different terms &  
9 conditions of employment by Schultze which included but was not  
10 limited to: (1) publicly being called vulgar names, slander  
11 regarding his competence and trustworthiness, denial of the  
12 promised assistance in order to effect Robinson's job  
13 performance, threatening other employees with demotion and/or  
14 termination if the other employees associated with Robinson. On  
15 June 13, 2010, Robinson faxed a copy of his doctor's  
16 recommendation that Robinson take off from work because of the  
17 effect the hostility and retaliation was having on Robinson, both  
18 physically and mentally. Schultze ignored Robinson's doctor's  
19 orders. On June 22, 2010, Robinson complained to HR at Morongo  
20 about the disparate treatment and hostility in the work place  
21 along with the fact Robinson believed Schultze and Chapman were  
22 abusing their authority and engaging in criminal activity.  
23 Robinson was immediately punished by being placed on  
24 administrative leave without explanation. On July 21, 2010,  
25 Robinson filed a complaint with the EEOC after trying for months,  
26 by following the policies and procedures of Morongo, to have  
27 Morongo address Robinson's complaints regarding the unlawful  
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1 hostile work environment. Morongo was informed of Robinson's  
2 filing a complaint with the EEOC. Just days later on July 29,  
3 2010, Robinson was terminated by Ferrell.

4 21. **PLAINTIFF STUTZMAN**

5 Stutzman is a 59 year old Caucasian male. He began working  
6 for Morongo on or about September 28, 2004. The most recent  
7 position he held was that of Senior Sergeant in Security for  
8 Morongo. On or about July 2010, Morongo became aware of  
9 complaints of unlawful discrimination and retaliation Stutzman  
10 had filed with the EEOC against Morongo. Days later, on or about  
11 July 29, 2010, Stutzman was notified he had been demoted from  
12 Senior Sergeant of the X-Ray Unit and reassigned to Sergeant of  
13 "A" watch (graveyard shift). Stutzman was then replaced by a  
14 younger Senior Sergeant. Stutzman had joined in with other  
15 security officers to complain about the disparate treatment along  
16 with the retaliation and harassment against Chapman in  
17 particular. On July 28, 2010, Stutzman sent a memo to upper  
18 management about the unlawful treatment of employees. On July  
19 30, 2010, Stutzman sent a memo to a Lt. Reid along with Schultze  
20 regarding Chapman's unlawful conduct and threats to security  
21 officers. Stutzman had been slandered by the defendants when  
22 they opening and to third parties accused Stutzman of stealing  
23 casino property like a thief. Schultze, Chapman, Reed, Ferrell,  
24 and Mercado never explained why Stutzman had been demoted. Just  
25 days after filing a complaint with the EEOC, Stutzman was  
26 terminated.  
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22. **PLAINTIFF THOMPSON**

1 Plaintiff Thompson is a 44 year old Caucasian male. On or  
2 about July 21, 2001, Thompson was hired as a Security Guard by  
3 Morongo. On or about July 28, 2010, Thompson joined with other  
4 security officers and went to the EEOC in order to file a charge  
5 of discrimination against Morongo. As with the other plaintiffs,  
6 Morongo subsequently became aware of Thompson's EEOC complaint.  
7 Additionally, because of another employee who knew about  
8 Thompson's complaint and informed Morongo, Morongo had further  
9 information to support Thompson had filed a Charge. Less than  
10 five months later, on December 3, 2010, Morongo retaliated  
11 against Thompson for engaging in the protected activity, claiming  
12 he was simply fired because Thompson was "at will." Thompson was  
13 the only supervisor demoted and had his pay reduced. Schultze  
14 permitted misinformation to be placed and kept in Thompson's  
15 personnel file which prevented Thompson from receiving raises,  
16 for example.

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18 c. **DEFENDANTS RETALIATED AGAINST PLAINTIFFS AND SUBJECTED**  
19 **PLAINTIFFS TO A HOSTILE WORKING ENVIRONMENT, HARASSMENT,**  
20 **DEFAMATION, AND DISCRIMINATION.**

21 23. In response to Plaintiffs' protests, objections and  
22 complaints reported internally at Morongo about the described  
23 wrongdoing by Defendant Morongo, its management and supervisory  
24 personnel, including all or some of Defendant DOES 1 through 10,  
25 Defendants created and subjected Plaintiffs to a hostile working  
26 environment for the purpose and with the malicious intent of  
27 making Plaintiffs' working conditions so intolerable and painful  
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1 that Plaintiffs would either leave or be forced from their  
2 employment at Morongo.

3 24. In furtherance of the foregoing plan and purpose of  
4 retaliation against Plaintiffs, Defendants, and each of them,  
5 harassed Plaintiffs, and demeaned and defamed them including the  
6 disrespect to Plaintiffs' character, job performance, and in  
7 other respects. Defendants' conduct was unjustified and illegal,  
8 violating both applicable statutes and regulations, and common  
9 law of the State of California.

10 25. As part of the course of conduct and actions of  
11 retaliations against Plaintiffs, Defendant Morongo and the other  
12 Defendants also discriminated against Plaintiffs based on their  
13 race and his age, in denying them fair compensation and  
14 promotion, and in terminating their employment with Morongo.

15 26. Plaintiffs, as examples, experienced various  
16 irregular, negative actions, including to diminish and obscure  
17 Plaintiffs' achievements, to mislead as to the quality of  
18 Plaintiffs' work, services and accomplishments for Morongo and  
19 otherwise mischaracterize Plaintiffs' efforts, qualities and  
20 abilities. Plaintiffs were excluded from meetings and  
21 communications pertinent to and in obstruction of Plaintiffs'  
22 performance of their job functions, and were subjected to rumors  
23 and innuendos, as well as ostracism and ridicule. Plaintiffs were  
24 given derogatory labels and names. Further, Plaintiffs' ability  
25 to perform their assigned work was interfered with and  
26 obstructed. In the foregoing respects, and others, Defendants'  
27 retaliation against Plaintiffs consisted of continuing and  
28 numerous acts of improper and injurious conduct which Plaintiffs

were forced to endure while employed by, and in being terminated  
1 by, Defendant Morongo.

2 27. By the foregoing and other wrongful acts detrimental  
3 to the proper functioning of the Morongo, Defendants, and each of  
4 them, interfered with Plaintiffs' performance of their job  
5 assignments, with the active purpose and intention of undermining  
6 and interfering with Plaintiffs' employment relationship with  
7 Morongo in retaliation against Plaintiffs' internal whistle  
8 blowing and objections about the harassment and other negative  
9 conduct and statements to which they were being subjected until  
10 the end of their employment with Morongo.

11 28. Defendants, including those acting through Schultze,  
12 Chapman, Ferrell, Mercado, and Reed, publicly defamed Plaintiffs  
13 by communicating in the presence of colleagues and to third  
14 parties words to the effect that Plaintiffs were incompetent in  
15 performing their oversight and other job responsibilities.  
16 Further, Schultze, Chapman, Ferrell, Mercado, and Reed, in  
17 collaboration with other Defendants and third parties,  
18 intentionally acted to undermine Plaintiffs assigned to Morongo's  
19 security detail, changed the conditions of their security detail  
20 without their knowledge, and assigned unqualified staff to assume  
21 their security-detail responsibilities, among other obstructive  
22 behavior towards Plaintiff. Plaintiffs are informed and believe,  
23 and based thereon allege, that some or all the Defendants  
24 destroyed, altered and/or falsified records and other protected,  
25 sensitive files, and informed Plaintiffs' co-workers and third  
26 parties that Plaintiffs were about to be or at risk of being  
27 terminated, and that Plaintiffs were not needed in the Security  
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1 Department any longer. Defendants, conspiring with others inside  
2 Morongo, also falsified and altered Plaintiffs' employment  
3 records in order to discredit and defame them, diminish or  
4 nullify their achievements, cause damage to their reputation and  
5 cause the termination of their employment.

6 D. **DEFENDANTS' RETALIATION LED TO DEFENDANT MORONGO TERMINATING**  
7 **PLAINTIFFS' EMPLOYMENT AND COMMITTING FURTHER ACTS OF**  
8 **DISCRIMINATION AGAINST PLAINTIFFS.**

9 29. From July 2010, through June 2011, all of the  
10 plaintiffs were terminated for engaging in the protected activity  
11 of filing charges of discrimination with the EEOC and/or the  
12 California Department of Fair Employment and Housing ("DFEH").  
13 Attached as Exhibit 1 through 6 are the Charges of Discrimination  
14 and the Right-To-Sue Notices from the DFEH.

15  
16 E. **PLAINTIFF HAS BEEN SEVERELY INJURED, HARMED AND DAMAGED BY**  
17 **DEFENDANTS' WRONGDOING AND ILLEGAL ACTIONS.**

18 30. As a direct and proximate result of the retaliation  
19 and discrimination by Defendants toward Plaintiffs, including  
20 without limitation the hostile work environment, Defendants'  
21 intentionally targeting Plaintiffs and setting up Plaintiffs to  
22 fail, as well as the ongoing demeaning, humiliating and otherwise  
23 defamatory and otherwise discriminatory statements and conduct  
24 directed to them, Plaintiffs have experienced severe physical,  
25 mental and emotional harm and distress, including insomnia,  
26 anxiety, chest pains, severe weight loss, vertigo, and  
27 deterioration of their physical health, including exacerbating  
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their mental and emotional condition.

1           31.       Plaintiffs have been unable to find comparable  
2 employment despite a diligent job search. They have had to  
3 withdraw monies from his pension plan, savings, borrowing money  
4 from family and friends, living off of unemployment benefits and  
5 disability benefits, incurring adverse tax consequences, etc.  
6 Plaintiffs have been unable to support their families or  
7 themselves. Additionally, Plaintiffs have been required to  
8 consult with mental health therapists due to symptoms of severe  
9 mental and emotional distress.

10                           **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11           32.       Plaintiffs timely filed Charges of Discrimination with  
12 both the EEOC and the DFEH and have received the right-to-sue  
13 notices from the DFEH which are attached to this Complaint as  
14 Exhibit 1 through 6.

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**FIRST CAUSE OF ACTION**

1           [Retaliation by Discrimination (Gov. Code §12940(h))  
2                           by All Plaintiffs Against Morongo]

3           33.       Plaintiffs reallege and incorporate herein by  
4 reference each and every allegation set forth in Paragraphs 1  
5 through 32, inclusive, of this complaint as stated above.

6           34.       In 2010 and 2011, Defendant Morongo and the other  
7 individuals Defendants took adverse actions against Plaintiffs by  
8 terminating Plaintiffs' employment with Morongo in retaliation  
9 for Plaintiffs having identified, protested and reported  
10 discriminatory and harassing practices by Defendants, including  
11 the hostile work environment and other illegal conduct directed  
12 by Defendants against Plaintiffs and/or to which Plaintiff was  
13 subjected, as herein above alleged. Such conduct included the  
14 discriminatory and slanderous acts, conduct and statements made  
15 against Plaintiffs based on Plaintiffs' age, race, and because  
16 Plaintiffs engaged in protected activities under FEHA.

17           35.       As a direct and proximate result of Defendants'  
18 unlawful retaliation leading to and resulting in the wrongful  
19 termination of Plaintiffs' employment with Defendant Morongo,  
20 Plaintiffs have sustained economic damages for the past and  
21 future loss of earnings and benefits, according to proof,  
22 including as herein above alleged.

23           36.       As a further direct and proximate result of  
24 Defendants' wrongful retaliation, as aforesaid, Plaintiffs have  
25 sustained general damages for severe physical, mental and  
26 emotional injuries, distress, harm and damages in the sum to be  
27 determined according to proof herein, including as herein above  
28



42. As a direct and proximate result of Defendants' unlawful discrimination against Plaintiffs as aforesaid, Plaintiffs have sustained economic damages for the past and future loss of earnings and benefits, according to proof, including as herein above alleged.

43. As a further direct and proximate result of Defendants' unlawful discrimination against Plaintiffs, as aforesaid, Plaintiffs have sustained general damages for severe physical, mental and emotional injuries, distress, harm and damages in the sum to be determined according to proof herein, including as herein above alleged.

44. Defendants' conduct in the matters alleged was oppressive and malicious towards Plaintiffs and was committed with wanton and callous disregard of Plaintiffs' rights. Plaintiffs, accordingly, are entitled to punitive and exemplary damages against Defendant Morongo, in sums sufficient to punish Defendant Morongo and set an example commensurate to Morongo's respective financial condition.

**THIRD CAUSE OF ACTION**

(Violation of Continuing Age Discrimination Leading to Termination of Plaintiffs Chavez, Reyes, Robinson, Stutzman, and Thompson Pursuant to FEHA Against MORONGO)

45. Plaintiffs reallege and incorporate herein by reference to each and every allegation set forth in Paragraphs 1 through 44, inclusive, of this complaint as stated above.

46. These Plaintiffs was wrongfully terminated from their employment with Defendant OCTA in major part because of their age and the retaliation and harassment directed towards Plaintiffs,

in violation of FEHA.

1           47.       There is a reasonable inference of age discrimination  
2 on the part of Defendant Morongo because:

3           a.       At the time of the employment actions against  
4 these Plaintiffs, they were over 40 years of age when  
5 he was fired.

6           b.       The adverse actions discussed above were taken  
7 against Plaintiffs causing them great humiliation, loss  
8 of self-esteem, severe embarrassment and the loss of  
9 their jobs for which they were qualified.

10          c.       Each of these Plaintiffs were replaced by younger  
11 and/or less qualified employees.

12          48.       As a direct and proximate result of Defendants'  
13 actions, as alleged above, Plaintiffs have suffered special  
14 damages, including but not limited to, loss of wages, bonuses,  
15 deferred compensation, and other employment benefits, in an  
16 amount to be proven at the time of trial, in excess of the  
17 minimum jurisdictional requirements of this Court.

18          49.       As a further direct and proximate result of  
19 Defendants' unlawful discrimination, as aforesaid, Plaintiffs  
20 have sustained general damages for severe physical, mental and  
21 emotional injuries, distress, harm and damages in an amount to be  
22 proven at the time of trial, in excess of the minimum  
23 jurisdictional requirements of this Court.



**FOURTH CAUSE OF ACTION**

(Violation of Continuing Sex  
Discrimination/Retaliation/Harassment  
Leading to Termination Chavez Pursuant to FEHA  
Against All Defendants )

50. Plaintiff Chavez realleges and incorporates herein by reference each and every allegation set forth in Paragraphs 1 through 49, inclusive, of this complaint as stated above.

51. Chavez was harassed, retaliated against, and then fired in a major part because of his complaint and protesting the sex discrimination and sexual harassment against his then fiancée and now wife. The retaliation and harassment was leveled against him in violation of FEHA because he engaged in the protected activity of complaining about the unlawful conduct.

52. As a direct and proximate result of Defendants' actions against Chavez, as alleged above, Chavez has suffered special damages, including but not limited to, loss of wages, bonuses, deferred compensation, and other employment benefits, in an amount to be proven at the time of trial, in excess of the minimum jurisdictional requirements of this Court.

53. As a further direct and proximate result of Defendants' unlawful discrimination against Plaintiff, as aforesaid, Plaintiff has sustained general damages for severe physical, mental and emotional injuries, distress, harm and damages in an amount to be proven at the time of trial, in excess of the minimum jurisdictional requirements of this Court.

**FIFTH CAUSE OF ACTION**

1 (Harassment of Chavez, Herbert, Reyes,  
2 Robinson, Stutzman, and Thompson in  
3 Violation of FEHA Against Morongo, Schultze,  
4 Chapman, Ferrell, Mercado, and Reed)

5 54. Plaintiffs reallege and incorporate herein by  
6 reference each and every allegation set forth in Paragraphs 1  
7 through 53, inclusive, of this complaint as stated above.

8 55. Plaintiffs gave timely notice of the harassment,  
9 discrimination and retaliation to which they were being  
10 subjected. On a continuous basis the Defendants denied Plaintiffs  
11 their right to be free from harassment and did nothing to prevent  
12 the discrimination and retaliation leveled against them.

13 56. As a direct, foreseeable and proximate result of  
14 Defendants' harassment and retaliatory acts, Plaintiff have  
15 suffered and continue to suffer substantial losses in earnings  
16 and job benefits, and have suffered and continue to suffer  
17 humiliation, embarrassment, mental and emotional distress, and  
18 discomfort, all to their damages in the sum to be proven and  
19 determined at trial.

20 **Sixth CAUSE OF ACTION**

21 (Wrongful Termination of All Plaintiffs in  
22 Violation of FEHA and Public Policy  
23 against Defendant Morongo)

24 57. Plaintiffs reallege and incorporate herein by  
25 reference each and every allegation set forth in Paragraphs 1  
26 through 56, inclusive, of this complaint as stated above.

27 58. In response to Plaintiffs' complaints, Defendants  
28

retaliated against Plaintiffs by, among other things:

- 1 a. Falsely blaming Plaintiffs for the misconduct;
- 2 b. Making false and derogatory statements against
- 3 Plaintiffs;
- 4 c. Humiliating Plaintiffs by monitoring their every
- 5 move, not paying Plaintiffs for worked performed, or
- 6 demoting Plaintiffs;
- 7 d. Terminating Plaintiffs' employment with Morongo.

8 59. As a direct and proximate result of Defendants'  
9 actions against Plaintiffs, by terminating their employment, as  
10 alleged above, Plaintiffs have suffered special damages,  
11 including but not limited to, loss of wages, bonuses, deferred  
12 compensation, and other employment benefits, in an amount to be  
13 proven at the time of trial, in excess of the minimum  
14 jurisdictional requirements of this Court.

15 60. As a further direct and proximate result of  
16 Defendants' unlawful discrimination against Plaintiffs, as  
17 aforesaid, Plaintiff has sustained general damages for severe  
18 physical, mental and emotional injuries, distress, harm and  
19 damages in an amount to be proven at the time of trial, in excess  
20 of the minimum jurisdictional requirements of this Court.

21 61. Plaintiffs are further entitled to prejudgement  
22 interest, plus incidental and consequential damages, in an amount  
23 to be shown at trial.

**SEVENTH CAUSE OF ACTION**

**FOR FAILURE TO TAKE ALL STEPS TO PREVENT WORKPLACE DISCRIMINATION**

(Gov. Code §12940, et seq.)

[Against MORONGO]

62. Plaintiffs reallege and incorporate herein by reference each and every allegation set forth in Paragraphs 1 through 61, inclusive, of this complaint as stated above.

63. At all times herein mentioned, Plaintiffs were employees, and Morongo, and DOES 1 through 10, were employers, within the meaning of FEHA, Gov. Code §12940, et seq.

64. Defendants were required to take all reasonable steps to prevent workplace discrimination in violation of FEHA. A motivating factor for Defendants' pattern of continuing harassment, discrimination and disparate treatment of Plaintiffs was Plaintiffs' color and race, age, or engaging in a protected activity protected under FEHA.

65. Defendants failed to take all reasonable steps necessary to provide a discrimination-free workplace environment, resulting in discrimination against Plaintiffs, in violation of FEHA, including but not limited to Gov. Code §12940(k).

66. Defendants knew or should have known that Plaintiffs were being discriminated against, and Defendants failed to properly investigate and rectify workplace discrimination in violation of California's FEHA, including but not limited to Gov. Code §12940, et seq.

77. As a direct and proximate result of Defendants' actions against Plaintiffs, as alleged above, Plaintiffs have suffered special damages, including but not limited to, loss of

1 wages, bonuses, deferred compensation, and other employment  
2 benefits, in an amount to be proven at the time of trial, in  
3 excess of the minimum jurisdictional requirements of this Court.

4 78. As a further direct and proximate result of  
5 Defendants' unlawful discrimination against Plaintiffs, as  
6 aforesaid, Plaintiffs have sustained general damages for severe  
7 physical, mental and emotional injuries, distress, harm and  
8 damages in an amount to be proven at the time of trial, in excess  
9 of the minimum jurisdictional requirements of this Court.

10 79. Plaintiffs are further entitled to prejudgement  
11 interest, plus incidental and consequential damages, in an amount  
12 to be shown at trial.

13 80. Plaintiffs have incurred and will incur, and are  
14 entitled to his reasonable attorneys' fees and costs in the  
15 bringing of this action, pursuant to Gov. Code §12965.

16 81. Defendants' conduct in the matters alleged was  
17 oppressive and malicious towards Plaintiffs and was committed  
18 with wanton and callous disregard of Plaintiffs' rights.  
19 Plaintiffs, accordingly, are entitled to punitive and exemplary  
20 damages against Defendants and each of them, in sums sufficient  
21 to punish Defendants and set an example commensurate to Morongo's  
22 financial condition.

23 **EIGHTH CAUSE OF ACTION**

24 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

25 [By All Plaintiffs Against All Defendants]

26 82. Plaintiffs reallege and incorporate herein by  
27 reference each and every allegation set forth in Paragraphs 1  
28 through 81, inclusive, of this complaint as stated above.

83. Through Defendants' outrageous conduct as described herein and above, Defendants acted with a discriminatory intent to cause, or with reckless disregard for the probability of causing, Plaintiffs humiliation, mental anguish, and substantial and enduring emotional distress. To the extent that said outrageous conduct was perpetrated by certain agents of Defendants, Defendants authorized and ratified the conduct with the knowledge the Plaintiffs' emotional and physical distress would thereby increased and with wanton and reckless disregard for the deleterious consequences to Plaintiffs.

84. As a direct and proximate result of Defendants' actions against Plaintiffs, as alleged above, Plaintiffs have suffered special damages, including but not limited to, loss of wages, bonuses, deferred compensation, and other employment benefits, in an amount to be proven at the time of trial, in excess of the minimum jurisdictional requirements of this Court.

85. As a further direct and proximate result of Defendants' unlawful discrimination against Plaintiffs , as aforesaid, Plaintiffs have sustained general damages for severe physical, mental and emotional injuries, distress, harm and damages in an amount to be proven at the time of trial, in excess of the minimum jurisdictional requirements of this Court.

86. Plaintiffs are further entitled to prejudgement interest, plus incidental and consequential damages, in an amount to be shown at trial.

87. Plaintiffs have incurred and will incur, and are entitled to their reasonable attorneys' fees and costs in the bringing of this action, pursuant to Gov. Code §12965.

1 89. Defendants' conduct in the matters alleged was  
2 oppressive and malicious towards Plaintiffs and was committed  
3 with wanton and callous disregard of Plaintiffs' rights.  
4 Plaintiffs, accordingly, are entitled to punitive and exemplary  
5 damages against Defendants, and each of them, in sums sufficient  
6 to punish Defendants and set an example commensurate to  
7 Defendants' respective financial conditions.

8 **NINTH CAUSE OF ACTION**

9 **FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

10 [By All Plaintiffs Against All Defendants]

11 90. Plaintiffs reallege and incorporate herein by  
12 reference each and every allegation set forth in Paragraphs 1  
13 through 89, inclusive, of this complaint as stated above.

14 91. Defendants and their agents engaged in the acts as  
15 alleged herein and above, which proximately resulted in injury  
16 and emotional distress to Plaintiffs. As employers, Defendants  
17 had a special duty of care on the behalf of the Plaintiffs.

18 92. At all times materially herein, Defendants knew or in  
19 the exercise of ordinary care should have known, that unless  
20 Defendants and their agents ceased to engage in the  
21 aforementioned acts, or intervened to protect Plaintiffs, and to  
22 prohibit, control, regulate and/or penalize the conduct of  
23 Defendants and their agents, as alleged herein, that the conduct  
24 would continue, thereby subjecting Plaintiffs to personal injury  
25 and emotional distress.

26 93. As a direct and proximate result of Defendants'  
27 actions against Plaintiffs, as alleged above, Plaintiffs have  
28

1 suffered special damages, including but not limited to, loss of  
2 wages, bonuses, deferred compensation, and other employment  
3 benefits, in an amount to be proven at the time of trial, in  
4 excess of the minimum jurisdictional requirements of this Court.

5 94. As a further direct and proximate result of  
6 Defendants' unlawful discrimination against Plaintiffs, as  
7 aforesaid, Plaintiffs have sustained general damages for severe  
8 physical, mental and emotional injuries, distress, harm and  
9 damages in an amount to be proven at the time of trial, in excess  
10 of the minimum jurisdictional requirements of this Court.

11 95. Plaintiffs are further entitled to prejudgement  
12 interest, plus incidental and consequential damages, in an amount  
13 to be shown at trial.

14 96. Plaintiffs have incurred and will incur, and are  
15 entitled to his reasonable attorneys' fees and costs in the  
16 bringing of this action, pursuant to Gov. Code §12965.

17 97. Defendants' conduct in the matters alleged was  
18 oppressive and malicious towards Plaintiffs and was committed  
19 with wanton and callous disregard of Plaintiffs' rights.  
20 Plaintiffs, accordingly, are entitled to punitive and exemplary  
21 damages against Defendants and each of them, in sums sufficient  
22 to punish Defendants and set an example commensurate to  
23 Defendants' respective financial conditions. Punitive damages are  
24 available for negligent infliction of emotional distress if  
25 Plaintiffs can show that the Defendants "intentionally performed  
26 the act from which they know or should know, it is highly  
27 probable that harm will result." Slaughter v. Legal Process &  
28 Courier Services (1984) 162 Cal. App.3d 1236, 1252.



**TENTH CAUSE OF ACTION**

**FOR DEFAMATION**

[By Chavez, Herbert, Reyes, Robinson, Stutzman,  
and Thompson Against Morongo, Schultze, Chapman,  
Ferrell, Mercado, and Reed]

98. Plaintiffs reallege and incorporate herein by reference each and every allegation set forth in Paragraphs 1 through 97, inclusive, of this complaint as stated above.

99. Plaintiffs are informed and believe, and thereon allege, that during and after Plaintiffs' employment with Defendants, Defendants published or caused to be published false statements to non-privileged employees of Defendants and to third parties, i.e. vendors and contractors, and other employees, that Plaintiffs have performance, professional, mental and emotional problems and that Plaintiffs engaged in criminal or other unprofessional conduct.

100. The false statements and innuendos of the statements by Defendants referenced above were and are false, and Defendants, and each of them, knew the statements and innuendos to be false when they uttered and/or published the statements, and each of them, acted in reckless disregard of whether the statements and innuendos were false when they uttered and/or published the statements. Said statements were made with "actual malice," insofar as there was no factual basis for such statements whatsoever, and Defendants acted with a reckless disregard that making such statements would cause injury to Plaintiffs' reputation and employment prospects. Schultze, Chapman, Ferrell, Mercado, and Reed did not act in or for the

1 interest of Morongo when they made such statements. Morongo  
2 allowed and continued to utter these false statements which cause  
3 injury to the plaintiffs in the community where Plaintiffs sought  
4 and could have sought employment.

5 101. The statements by Defendants referenced were and are  
6 slanderous per se because they had and have a tendency to injure  
7 Plaintiffs in their occupation by implying a lack of character  
8 and judgement, falsely implying that Plaintiffs were and/or are  
9 unfit to engage in their employment, profession and/or trade, and  
10 falsely imputing to Plaintiffs a general disqualification in  
11 those respects that their law enforcement/security profession  
12 and/or trade particularly requires and subjected Plaintiffs to  
13 contempt and ridicule.

14 102. Defendants' conduct was not privileged in as much as  
15 such statements were not made for any legitimate business purpose  
16 and were knowingly unlawfully retaliatory in nature. These  
17 statements were false and without any absolute, qualified or  
18 conditional privilege. They were not made in the interest of  
19 Morongo and did not aid Morongo in its business.

20 103. As a direct and proximate result of Defendants'  
21 actions against Plaintiffs, as alleged above, Plaintiffs have  
22 suffered special damages, including but not limited to, loss of  
23 wages, bonuses, deferred compensation, other employment benefits,  
24 and other employment in an amount to be proven at the time of  
25 trial, in excess of the minimum jurisdictional requirements of  
26 this Court.

27 104. As a further direct and proximate result of  
28 Defendants' unlawful discrimination against Plaintiffs, as

1 aforesaid, Plaintiffs have sustained general damages for severe  
2 physical, mental and emotional injuries, distress, and harm and  
3 damages to their professional reputations in an amount to be  
4 proven at the time of trial, in excess of the minimum  
5 jurisdictional requirements of this Court.

6 105. Plaintiffs are further entitled to prejudgement  
7 interest, plus incidental and consequential damages, in an amount  
8 to be shown at trial.

9 106. Plaintiffs have incurred and will incur, and are  
10 entitled to their reasonable attorneys' fees and costs in the  
11 bringing of this action, pursuant to Gov. Code §12965.

12 107. Defendants' conduct in the matters alleged was  
13 oppressive and malicious towards Plaintiffs and was committed  
14 with wanton and callous disregard of Plaintiffs' rights and  
15 professional reputation. Plaintiffs, accordingly, are entitled to  
16 punitive and exemplary damages against Defendants and each of  
17 them, in sums sufficient to punish Defendants and set an example  
18 commensurate to Defendants' respective financial conditions.

19 **ELEVENTH CAUSE OF ACTION**

20 (Breach of Contract Against Morongo)

21 108. The allegations set forth above in paragraphs 1  
22 through 107, inclusive, are incorporated into this claim for  
23 relief by reference as if set forth in full.

24 109. Plaintiffs were employed by Morongo under a contract  
25 that was partly written, partly oral, and partly implied. The  
26 terms of the contract relied on by Plaintiffs included but are  
27 not limited to  
28

(A) Written personnel policies which provided that

1 (1) If an employee is performing unsatisfactorily, the  
2 employee would be disciplined in accordance with Morongo's  
3 progressive disciplinary steps;

4 (2) Employees would be treated fairly and in  
5 accordance with the laws of the State of California and the  
6 United States of America;

7 (B) Plaintiffs had a contract of employment so long as they  
8 performed their jobs in a satisfactory manner, and any failure to  
9 be treated fairly could only be for good cause proven or believed  
10 to be true in good faith and then would be carried out in  
11 accordance with the stated written policies of Morongo.

12 110. Morongo breached its contract with Plaintiffs by

13 (A) Refusing to give Plaintiffs a fair and equal  
14 opportunity to be treated fairly and equally like all other  
15 employees or employees who had not complained about unlawful  
16 discrimination, retaliation, and harassment and had not filed  
17 Charges of Discrimination with the EEOC/DFEH;

18 (B) Blaming Plaintiffs for its discriminatory and  
19 retaliatory employment practices;

20 (C) Failing to treat Plaintiffs in accordance with  
21 Morongo's stated policies and procedures;

22 (D) Expressly and constructively denying Plaintiffs their  
23 right to be treated fairly without following the policies and  
24 procedures;

25 111. Morongo refused and continued to refuse to allow  
26 Plaintiffs the benefits of their employment contract and to  
27 perform under this contract in the agreed on manner.  
28

112. As a result of the employment relationship which  
1 existed between Plaintiffs and , the expressed and implied  
2 promise made in connection with that relationship, and the acts,  
3 conduct, and communications resulting in these implied promises,  
4 and according to the Tribal-State Compact Between the State of  
5 California and the Morongo Band of Mission Indians and the  
6 Amendment to the Tribal-State Compact Between the State of  
7 California and the Morongo Band of Mission Indians, promised to  
8 act in good faith toward and deal fairly with Plaintiffs which  
9 required, among other things, that

10 (A) Each party in the relationship must act with good faith  
11 toward the other concerning all matters related to the  
12 employment;

13 (B) Each party in the relationship must act with fairness  
14 toward the other concerning all matters related to the employment  
15 according to the laws of the State of California;

16 (C) Neither party would take any action to unfairly prevent  
17 the other from obtaining the benefits of the employment  
18 relationship;

19 (D) Morongo would similarly treat employees who are  
20 similarly situated, except for giving first rights of employment  
21 to Native Americans;

22 (E) Morongo would comply with its own representations,  
23 rules, policies, procedures, and the laws of the State of  
24 California in dealing with Plaintiffs;

25 (F) Morongo would give Plaintiffs' interests as much  
26 consideration as it gave its own interests or that of other  
27 similarly situated employees according to the laws of the State  
28

of California;

1 113. Morongo's blatant discriminatory and retaliatory  
2 conduct against Plaintiffs was and is wrongful, in bad faith, and  
3 unfair, and, therefore, a violation of Morongo's legal duties to  
4 the State of California. Plaintiffs further allege that Morongo  
5 breached the covenant of good faith and fair dealing when it:

6 (A) Repeatedly refused to abide by its own policies and the  
7 laws of the State of California when dealing with Plaintiffs;

8 (B) Repeatedly denied the existence of the contract and the  
9 agreements made with Plaintiffs;

10 (C) Unfairly prevented Plaintiffs from obtaining the  
11 benefits of their employment relationship;

12 (D) Treated similarly situated employees differently by  
13 imposing different responsibilities on similarly situated  
14 employees, and by tolerating poor performance and unlawful  
15 conduct by other similarly situated employees;

16 (E) Denied Plaintiffs' rights to the same employment rights  
17 for all other non-Native American employees and employees who  
18 have not filed complaints for discrimination, retaliation, or  
19 harassment and in a manner that was inconsistent with Morongo's  
20 stated policies and practices and the laws of the State of  
21 California.

22 114. As a direct, foreseeable, and proximate result of  
23 Morongo's breach, Plaintiffs have suffered and continue to suffer  
24 substantial losses in bonuses and job benefits, the precise  
25 amount of which will be proven at trial.

26 115. Plaintiffs claim this amount together with prejudgment  
27 interest pursuant to California Civil Code, Section 3287 and  
28

1 pursuant to any other provisions of law providing for prejudgment  
2 interest.

3 WHEREFORE, Plaintiffs demand judgment against Morongo as set  
4 forth in this complaint.

5  
6 **PRAYER**

7 WHEREFORE, Plaintiffs Chavez, Herbert, Reyes, Robinson,  
8 Stutzman, and Thompson pray for judgement against all Defendants,  
9 and each of them, jointly and severally, as follows:

10 1. For actual and compensatory damages, including loss of  
11 past and future earnings, bonuses, deferred compensation, and  
12 other employment benefits, in an amount according to proof at  
13 trial;

14 2. For general and special damages, including but not  
15 limited to, pain and suffering, emotional distress, loss of  
16 reputation, and medical expenses in an amount according to proof  
17 at trial;

18 3. For consequential and incidental damages and expenses  
19 in an amount according to proof at trial;

20 4. For punitive and exemplary damages in a sum according  
21 to proof at trial;

22 5. For pre-judgment and post-judgment interest, all at  
23 the legal prevailing rate;

24 6. For civil penalties under the Private Attorneys'  
25 General Act, to the extent allowed by that statute;

26 7. Payment of Plaintiffs' reasonable and actual  
27 attorneys' fees, to the full extent authorized by statute,  
28

