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Per local Rule, This case is assigned to Judge Douglas, Danielle K, for all purposes.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

ISIS NAVARRO, an individual,

Plaintiff,

v.

SUMMIT BUILDING SERVICES, INC.; and **DOES** 1 through 20, inclusive,

Defendants.

CASE NO.: C24-00346

Unlimited Jurisdiction

COMPLAINT FOR:

1) **FEHA DISABILITY DISCRIMINATION**
2) **FEHA FAILURE TO PREVENT DISCRIMINATION AND RETALIATION**
3) **FAILURE TO MAKE A REASONABLE ACCOMODATION**
4) **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**
5) **FEHA RETALIATION**
6) **SICK TIME OFF RETALIATION**
7) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

JURY TRIAL DEMANDED

Plaintiff **ISIS NAVARRO** brings this action, by and through counsel, for damages against Defendant **SUMMIT BUILDING SERVICES, INC.**, and **DOES** 1 through 20, inclusive (collectively, "SBS" or "Defendants"), and each of them. Plaintiff hereby complains of Defendants, and/or each of them, named hereinabove as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper because Ms. Navarro worked for SBS in the State of California, County of Contra Costa, and Defendants committed all unlawful conduct, including the wrongful termination, in the State of California, County of Contra Costa. Significant relief is being sought against Defendants whose violations of California employment laws form a significant basis for Ms. Navarro's claims.

2. Venue is proper because Ms. Navarro primarily performed work for Defendants in the County of Contra Costa and a substantial portion of the transactions and occurrences related to this action occurred in this County, including, without limitation, the wrongful discharge of Ms. Navarro. Civ. Proc. Code § 395. Had the unlawful conduct, including the wrongful termination, not occurred, Ms. Navarro would still be working for SBS in the County of Contra Costa.

3. Prior to the filing of this action, Ms. Navarro exhausted her administrative remedies. She filed her complaint with the California Civil Rights Department ("CRD") alleging that the acts of Defendants constituted multiple violations of California's Fair Employment and Housing Act ("FEHA"), among other things, and obtained a "right to sue" letter from CRD against Defendants on or around February 7, 2024. She subsequently brought this action on a timely basis.

PARTIES

4. Plaintiff **ISIS NAVARRO** is a natural person who at all times relevant to this claim was employed in Contra Costa County.

5. Ms. Navarro is informed and believes, and thereon alleges, that Defendant **Summit Building Services, Inc.** (SBS) is, and at all times relevant to this claim, was, a

California stock corporation doing business in Contra Costa County, with its registered California address of 1128 Willow Pass Court, Concord, CA 94520. SBS is a professional cleaning company.

6. The true names and capacities, whether individual, corporate, associate or otherwise of Defendants DOES 1 through DOES 20, inclusive, are unknown to Ms. Navarro who therefore sues said Defendants by such fictious names pursuant to Code of Civil Procedure section 474. Ms. Navarro further alleges that each of said fictitious Defendants are in some manner responsible for the acts and occurrences hereinafter set forth. Ms. Navarro will amend this Complaint to show their true names and capacities when the same are ascertained, as well as the manner in which each fictitious Defendant is responsible.

FACTS

7. Ms. Navarro was the HR Generalist for SBS starting on or about September 19, 2022.

8. Ms. Navarro was a very effective employee who contributed to SBS in many positive ways.

9. Ms. Navarro never had any performance issues.

10. In fact, her performance reviews were glowing and her manager felt that she should be promoted.

11. On July 12, 2023, SBS CEO Matt Colchico praised Ms. Navarro for her work.

12. In or about July 2023, Ms. Navarro began experiencing a significant decline in her mental health, largely driven by contradictory work requests, sudden changes in directions or decision making regarding HR related matters, and an increasingly toxic workplace.

13. On or about August 9, 2023, in particular, Ms. Navarro was berated by a coworker Marisa Beetz.

14. Ms. Beetz also gravely berated supervisor Steven Fallon (COO).

15. Mr. Fallon did not discipline Ms. Beetz and arguments ensued, causing Ms. Navarro to feel disrespected, humiliated, and incredibly anxious in the office.

16. Ms. Navarro told Mr. Fallon that she felt this way about the situation, but he failed to act.

17. Ms. Navarro requested to work remotely a day a week as a reasonable accommodation for her disability/medical condition of generalized anxiety, which increased from the toxic workplace.

18. Again, Mr. Fallon, Ms. Navarro's supervisor, failed to do anything. He did not grant the reasonable accommodation or facilitate a timely, good faith, interactive process.

19. The following week, Ms. Navarro told Mr. Fallon that she was feeling mentally exhausted because of the hostile environment.

20. Ms. Navarro also went to Mr. Colchico's office to speak with him directly about accommodating one remote day a week due to her medical condition/disability of generalized anxiety, but he deferred the question back to Mr. Fallon. Mr. Colchico did not grant the reasonable accommodation or facilitate a timely, good faith, interactive process.

21. Ms. Navarro could have performed all the essential duties of her job with the reasonable accommodation and not cause an undue burden (or any burden of significance) on SBS.

22. Then, on or about August 25, 2023, Ms. Navarro more formally informed Mr. Fallon that she was diagnosed with Generalized Anxiety Disorder and that, as a victim of domestic violence, the beratement by Ms. Beetz triggered her to feel even more anxious over the last month.

23. At this time, Ms. Navarro again asked for a reasonable accommodation for her Generalized Anxiety Disorder to work from home one day a week.

24. Mr. Fallon, yet again, failed to make the accommodation or begin any interactive, timely, good faith process to determine what accommodation could be made.

25. On or about August 27, 2023, Ms. Navarro asked to take a day off on August 28 due to illness. In addition to her Generalized Anxiety Disorder, she suffered an eye blood vessel burst due to the stress and anxiety she was enduring at work.

26. Ms. Navarro had to also take August 29 off to recover.

27. SBS confirmed Ms. Navarro would take these available sick days.

28. On or about August 29, 2023 at or around 10:30 AM, while Ms. Navarro was off work due to her illness, she received repetitive and stress-inducing communications from colleague Brian Pergamitt, which caused additional anxiety.

29. At this point, Ms. Navarro found herself shaking uncontrollably due to the anxiety.

30. Ms. Navarro decided to look for counseling to help with the circumstances she faced, which she let Mr. Fallon know about.

31. Ms. Navarro also informed Mr. Fallon that she would have a physician appointment that afternoon (August 29) at 2:30 PM.

32. Later on or about August 29, Ms. Navarro informed Mr. Fallon that she would have to be off work due to a medical condition.

33. She sent Mr. Fallon the form where her physician placed her off work from August 29, 2023 through August 30, 2023.

34. Mr. Fallon had enough of Ms. Navarro, her sickness and disabilities, and her need for reasonable accommodations.

35. At 4:58 PM on August 29, 2023, while Ms. Navarro was out sick, Mr. Fallon sent Ms. Navarro an email stating that "Summit does not have remote work available."

36. Out of nowhere, Mr. Fallon explained that he wanted to "discuss an exit strategy that is mutually beneficial." SBS had forced at least three other individuals with disabilities out of the company over the last couple years based on their disabilities, which Ms. Nasseri had direct knowledge of from her job in HR.

37. Meanwhile, Ms. Navarro never expressed that she wanted to resign!

38. Furthermore, there is a remote working policy at SBS. In fact, Seth Pitzer, Director of Administration, had sent Ms. Navarro these polices back in December 2022.

39. Mr. Pitzer explained that the remote policy was approved on August 19, 2022 at a "special directors meeting."

40. Other employees worked remotely all the time for various reasons, unrelated to their disabilities or medical conditions.

41. Ms. Navarro's own job description mentioned "remote flexibility as needed."

42. Either way, regardless of whether there was a remote work policy in place, Ms. Navarro could accomplish her job responsibilities while working from home one day a week, and it was not an undue burden on SBS.

43. Thus, it was a reasonable accommodation SBS was required to make given Ms. Navarro's medical condition and disabilities.

44. Ms. Navarro met with Mr. Fallon and Mr. Pitzer on or about August 31, 2023. The gentleman stated that they "understand [Ms. Navarro] wishes to separate from the Company."

45. Ms. Navarro had no intention of resigning; rather, she acknowledged that as her supervisors, Mr. Fallon and Mr. Pitzer would have to terminate her if they wanted to separate since she did not wish to do so.

46. Later that day at around 2:00 PM, Mr. Colchico pocket dialed Ms. Navarro, and Ms. Navarro overheard that Mr. Colchico and Mr. Fallon were ready to terminate her employment.

47. At around 3:30PM, Mr. Fallon informed Ms. Navarro that she was terminated, effective immediately.

48. In a letter, SBS stated incorrectly that it was accepting Ms. Navarro's resignation. That could not be further from the truth.

49. Ms. Navarro never stated that she wanted to resign.

50. SBS terminated Ms. Navarro due to her Generalized Anxiety Disorder, requests for reasonable accommodations, and taking of sick time off. SBS simply wanted an able bodied person to do the job.

51. Additionally, Ms. Navarro had previously reported to Mr. Fallon Brian Pergamitt's racist and harassing behaviors toward other coworkers over the last few months. The last report she made was in or around July 2023.

52. Mr. Fallon was unhappy with Ms. Navarro for reporting this misconduct. Ms. Navarro was also terminated in retaliation for complaining about Mr. Pergamitt's harassment based on race.

53. Ms. Navarro was left unemployed. Even worse, she endured, and continues to endure significant emotional distress stemming from the wrongful conduct, including increased anxiety and humiliation.

FIRST CAUSE OF ACTION

FEHA Disability Discrimination

(Against all Defendants)

54. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

55. Ms. Navarro was an employee of SBS.

56. FEHA prohibits discrimination based on disability/medical condition. Gov. Code § 12940(a).

57. Ms. Navarro informed SBS of her Generalized Anxiety Disorder medical condition and/or disability.

58. Ms. Navarro was able to perform all essential duties of her job either with or without reasonable accommodations.

59. As more fully set forth above, Defendants discriminated against Ms. Navarro based on her Generalized Anxiety Disorder medical condition/disability and related symptoms when they terminated her employment because of her medical condition/disability.

60. Ms. Navarro was therefore subjected to an adverse employment action because of and/or substantially motivated by her disability/medical condition.

61. Defendants, SBS, are employers within the meaning of FEHA.

62. Ms. Navarro was harmed.

63. The discrimination was a substantial factor in causing Ms. Navarro's harm.

64. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

65. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

SECOND CAUSE OF ACTION

FEHA Failure to Prevent Discrimination and Retaliation

(Against all Defendants)

66. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

67. Ms. Navarro was an employee of SBS.

68. Defendants, SBS, are employers within the meaning of FEHA.

69. FEHA provides in pertinent part that employers must take all reasonable steps to prevent discrimination and retaliation. Gov. Code § 12940(k).

70. The actions and conduct of Defendants, as alleged hereinabove, constitute failure to prevent discrimination, in violation of FEHA.

71. For example, Defendants failed to prevent Mr. Fallon and other senior leaders from treating Ms. Navarro differently, and worse, because of her medical condition and/or disability when SBS terminated her based on that reason.

72. For example, Defendants failed to stop or do anything about the retaliation carried out by Mr. Fallon and others when Ms. Navarro asked for reasonable accommodations.

73. For example, Ms. Navarro reported instances of racial harassment carried out by Brian Pergamitt but Defendants failed to take steps to prevent it from continuing.

74. Defendants had inadequate policies and procedures in place to prevent discrimination and retaliation, and stop discrimination and retaliation.

75. Senior SBS leaders (CEO, COO) were aware of discrimination and retaliation, but carried it out anyways without taking any corrective actions.

76. There were inadequate remedial actions.

77. Ms. Navarro was harmed.

78. The discrimination was a substantial factor in causing Ms. Navarro's harm.

79. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

80. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

THIRD CAUSE OF ACTION

Failure to Make a Reasonable Accommodation

(Against all Defendants)

81. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

82. Ms. Navarro was an employee of SBS.

83. Defendants, SBS, are employers within the meaning of FEHA.

84. FEHA provides in pertinent part that employers must make reasonable accommodation for employees' known physical or mental disabilities. Employers must engage

in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations. Gov. Code. § 12940(m),(n).

85. The actions and conduct of Defendants, as alleged hereinabove, constitute failure to accommodate Ms. Navarro's Generalized Anxiety Disorder and/or anxiety medical condition and/or disability in violation of FEHA.

86. Ms. Navarro repeatedly reported sufficient information to make known her disability and/or medical condition concerning anxiety and her need for a reasonable accommodations to work from home one day a week.

87. Ms. Navarro was able to carry out all of her essential job functions with her reasonable accommodation without causing an undue burden on SBS.

88. As described above, Defendants took inadequate action when they refused to grant Ms. Navarro's request for a reasonable accommodation and instead terminated her employment.

89. Ms. Navarro was harmed.

90. The failure to make a reasonable accommodation was a substantial factor in causing Ms. Navarro's harm.

91. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

92. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

FOURTH CAUSE OF ACTION

Failure to Engage in Interactive Process

(Against all Defendants)

93. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

94. Ms. Navarro was an employee of SBS.

95. Defendants, SBS, are employers within the meaning of FEHA.

96. FEHA provides in pertinent part that it is an unlawful practice for an employer not to engage in a timely, good faith, interactive process with an employee concerning a reasonable accommodation. Gov. Code. § 12940(n).

97. Defendants' conduct, as alleged herein, constitutes failure to engage in the interactive process in violation of FEHA.

98. Defendants never engaged with Ms. Navarro about her disability and/or medical condition despite being put on notice of such disability and/or medical condition. They failed to explain what, whether, and to what extent her requests for reasonable accommodations could be granted.

99. When Defendants refused to provide Ms. Navarro with her work from home accommodation, they failed to engage in any interactive process to discuss what accommodations could be made instead, and simply terminated her.

100. Ms. Navarro was harmed.

101. The failure to engage in an interactive process was a substantial factor in causing Ms. Navarro's harm.

102. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

103. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

FIFTH CAUSE OF ACTION

FEHA Retaliation

(Against all Defendants)

104. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

105. Ms. Navarro was an employee of SBS.

106. Defendants, SBS, are employers within the meaning of FEHA.

107. FEHA prohibits retaliation against an employee who has opposed or reported any practice forbidden by FEHA, and against an employee who requested a reasonable accommodation. Gov. Code. § 12940(h).

108. SBS retaliated against Ms. Navarro for reporting to Brian Prgamitt's racist harassment multiple times when it terminated her employment.

109. SBS retaliated against Ms. Navarro for asking for a reasonable accommodation to work from home in good faith due to her medical condition and/or disability when it terminated her employment.

110. A causal link existed between Ms. Navarro's protected conduct and Defendants' termination of her employment.

111. Ms. Navarro was harmed.

112. The retaliation was a substantial factor in causing Ms. Navarro's harm.

113. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

114. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

SIXTH CAUSE OF ACTION

Sick Time Off Retaliation

(Against all Defendants)

115. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

116. Ms. Navarro was an employee of SBS.

117. Defendants, SBS, are employers within the meaning of the Labor Code.

118. Labor Code section 233 states that an employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick time to attend to an illness.

119. Labor Code section 234 provides that an employer that counts sick leave taken pursuant to section 233 as an absence that may lead to discharge is a per se violation of section 233.

120. SBS retaliated against Ms. Navarro for taking sick time due to her Generalized Anxiety Disorder, anxiety, and associated eye symptoms when it terminated Ms. Navarro's employment during her sick time off in retaliation for taking sick time off.

121. A causal link existed between Ms. Navarro's taking of sick time and Defendants' termination of her employment.

122. Ms. Navarro was harmed.

123. The retaliation was a substantial factor in causing Ms. Navarro's harm.

124. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

125. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with

zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

SEVENTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against all Defendants)

126. Ms. Navarro re-alleges and incorporates by reference each and every allegation set forth above and below.

127. It is an unlawful employment practice and violation of public policy to discharge an employee based on her medical condition/disability, which is exactly what Defendants did.

128. It is also an unlawful employment practice and violation of public policy to discharge an employee in retaliation for reporting unlawful conduct and/or requesting reasonable accommodations and/or taking sick time off, which is exactly what Defendants did.

129. Ms. Navarro was harmed.

130. The wrongful termination was a substantial factor in causing Ms. Navarro's harm.

131. As a direct result of the unlawful employment practices of Defendants as alleged hereinabove, Ms. Navarro has suffered damages including, without limitation, lost income, compensation and benefits, physical distress, emotional distress, pain and suffering, depression, anxiety, humiliation, and loss of reputation and other injuries in an amount to be proven at trial.

132. Defendants' actions were fraudulent, malicious and oppressive, because, among other things, the conduct was carried out and ratified by SBS senior leadership (CEO, COO) with zero regard for Ms. Navarro's physical safety or legal rights. Thus, Ms. Navarro is entitled to recover punitive damages from Defendants, and each of them.

PRAYER FOR RELIEF

WHEREFORE, Ms. Navarro prays that this Court enter judgment in her favor on every claim and relief against Defendants and each of them, as follows:

1. For compensatory damages;
2. For punitive damages;

3. For pre-judgment and post-judgment interest, at the legal rate;
4. For attorney's fees and costs;
5. For applicable penalties;
6. For costs of suit;
7. For declaratory relief; and
8. For all such other and further relief as the court may deem just, proper and equitable.

Dated: February 8, 2024

Chizen Law, Professional Corporation

/s/ Steven Chizen
Steven Chizen

Attorney for Plaintiff Isis Navarro

JURY DEMAND

PLAINTIFF ISIS NAVARRO demands trial by jury on all issues so triable.

Dated: February 8, 2024

Chizen Law, Professional Corporation

/s/ Steven Chizen
Steven Chizen

Attorney for Plaintiff Isis Navarro