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11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 DR. SHEILA M. ADDISON,  
15 Plaintiff,

16 vs.

17 JOHN F. KENNEDY UNIVERSITY, a non-  
18 profit corporation; NATIONAL UNIVERSITY  
19 SERVICES, LLC.; DR. STEVEN A.  
20 STARGARDTER, An Individual,  
21 Defendants.

Case No. **11 1105**

**PLAINTIFF SHELIA M. ADDISON'S  
COMPLAINT FOR DAMAGES (WITH  
DEMAND FOR JURY TRIAL) AND FOR:**

1. BREACH OF CONTRACT
2. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
3. UNFAIR BUSINESS PRACTICES (Bus. and Prof. Code § 17200, et. seq.)
4. FAILURE TO PAY WAGES (Cal. Labor Code §§ 201, 203, 227.3) (Individual and representative claims)
5. TERMINATION FOR POLITICAL ACTIVITY IN VIOLATION OF CALIFORNIA LABOR CODE §§ 1101, 1102
6. TERMINATION FOR EXERCISING RIGHTS IN VIOLATION OF CALIFORNIA LABOR CODE § 98.6
7. SEX DISCRIMINATION (Title VII of the Civil Rights Act of the Civil Rights Act of 1964, § 42 U.S.C. 2000(e), as Amended)
8. HARASSMENT FOR FAILURE TO CONFORM TO GENDER STEREOTYPES (Title VII of the Civil Rights Act of 1964, § 42 U.S.C. 2000(e)-2(a)(1), as Amended)
9. SEX DISCRIMINATION (California FEHA Gov. Code § 12940 et seq)

- 10. HARASSMENT FOR FAILURE TO CONFORM TO GENDER STEREOTYPES (California FEHA Gov't Code § 12940 et seq)
- 11. FAILURE TO TAKE STEPS REASONABLY NECESSARY TO PREVENT HARASSMENT AND DISCRIMINATION(California FEHA Gov't Code § 12940 et seq)
- 12. TORTIOUS TERMINATION (In Violation of Public Policy)
- 13. DEFAMATION
- 14. INVASION OF PRIVACY (False Light)
- 15. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

**DEMAND FOR JURY TRIAL**

11 Plaintiff alleges:

**JURISDICTION**

12  
13 1. Jurisdiction in the U.S. District Court of the Northern District of California is proper  
14 pursuant to 42 U.S.C. § 2000(e) *et seq*, in that this is an action arising under Title VII of the Civil  
15 Rights Act of 1964. This Court has supplemental jurisdiction over Plaintiff's state law claims  
16 pursuant to 28 U.S.C. § 1367.

**INTRADISTRICT ASSIGNMENT**

17 2. Pursuant to Civil L.R. 3-2(d), the acts and omissions that gave rise to this action took  
18 place in the counties of Alameda and Contra Costa: as such this case is suitable for assignment in  
19 the San Francisco or Oakland divisions.

**PARTIES**

20 3. At all times herein mentioned Plaintiff Sheila M. Addison, PhD. (Addison) was and is a  
21 resident of the County of Alameda, State of California.

22 4. Plaintiff is informed and believes and thereon alleges that Defendant John F. Kennedy  
23 University (herein "JFKU") is a corporation incorporated in the state of Delaware and at all times  
24 mentioned in this complaint was authorized to operate by the State of California and was doing  
25 business in the Counties of Contra Costa and Alameda. JFKU's place of business was and is  
26 located at 100 Ellinwood Way, Pleasant Hill, CA 94523.

27 5. At all times mentioned in this complaint, Defendant JFKU regularly employed five (5) or  
28 more persons, bringing defendant within the provisions of Gov. Code §§ 12900 et seq.  
prohibiting employers or their agents from discriminating against employees on the basis of

1 protected class including sex.

2 6. At all times mentioned in this complaint, Defendant JFKU engaged in an industry  
3 affecting commerce and employed a sufficient number of people to bring it and its agents within  
4 the ambit of federal anti-discrimination law including 42 U.S.C § 2000(e) *et seq.* prohibiting  
5 employers or their agents from discriminating against employees on the basis of protected class  
6 including sex.

7 7. Plaintiff is informed and believes and thereon alleges that Defendant National University  
8 Services, LLC (National) is organized in the state of Delaware and is authorized to operate by the  
9 State of California and authorized and does business in the Counties of Contra Costa and  
10 Alameda.

11 8. At all times mentioned in this complaint, Defendant National regularly employed five (5)  
12 or more persons, bringing Defendant within the provisions of Gov. Code §§ 12900 *et seq.*  
13 prohibiting employers or their agents from discriminating against employees on the basis of  
14 protected class including sex.

15 9. At all times mentioned in this complaint, Defendant National engaged in an industry  
16 affecting commerce and employed a sufficient number of people to bring it and its agents within  
17 the ambit of federal anti-discrimination law including 42 U.S.C § 2000(e) *et seq.* prohibiting  
18 employers or their agents from discriminating against employees on the basis of protected class  
19 including sex.

20 10. Plaintiff is informed and believes and thereon alleges in this complaint that National is an  
21 agent, affiliate, and/or the alter ego of Defendant JFKU. National publicly holds itself out as  
22 responsible for "identifying and making institutional acquisitions, coordinating the institutions,  
23 providing services to the institutions, and ultimately guiding the strategic direction of 'the  
24 System' and the institutions." There is a high interdependency of operations, a commonality  
25 between management, directors, and officers, a consolidation of finances and operations between  
26 Defendants National and JFKU.

27 11. Plaintiff is informed and believes and upon such information and belief alleges that  
28 Defendants, each of them, at all times herein mentioned were the agents, employees, servants,  
joint venturers, and/or co-conspirators of the remaining Defendants, and were acting in the course  
and scope of such agency, employment, representative, supervisor, independent contractor, joint  
venture, and/ or conspiracy; that Defendants, and each of them, were doing the things herein  
alleged, were the actual and/ or ostensible agents of the remaining Defendants and were acting

1 within the course and scope of said agency; and that each and every Defendant, as aforesaid,  
2 when acting as a principal, was negligent in selecting, hiring, supervising and continuing the  
3 employment of each and every Defendant as an agent, employee or joint venture; and/or that said  
4 Defendants approved, supported, participated in, authorized, and/or ratified the acts and/or  
5 omissions of said employees, agents, servants, representatives, independent contractors,  
6 conspirators, and/or joint venturers.

7 12. Plaintiff is informed and believes and thereon alleges that Defendant Steven A.  
8 Stargardter is and at all relevant times herein, was the President of JFKU and was in the direct  
9 chain of command over Plaintiff. Defendant Stargardter is and at all relevant times herein, was  
10 acting in his capacity as Plaintiff's direct Supervisor, and as such was responsible for maintaining  
11 a workplace free from discrimination and/or harassment. However, Stargardter intentionally  
12 failed to do so and was an active co-conspirator, along with each and every Defendant in the  
13 planning and execution of the unlawful workplace discrimination and/or retaliation perpetrated  
14 against Plaintiff, as alleged herein. Defendant Stargardter was acting in his capacity as President  
15 and Supervisor of Plaintiff, and therefore is subject to suit under Title VII and the Fair  
16 Employment and Housing Act (herein "FEHA"). Stargardter was, at all times mentioned herein,  
17 acting as a managing agent of JFKU and National.

18 13. The acts and conduct of each and every Defendant as described herein, which were  
19 intentional, discriminatory, harassing, and/ or retaliatory, were not a normal part of Plaintiff's  
20 employment and were not the result of a legitimate business necessity.

#### 21 **FACTS**

22 14. Plaintiff Addison first became employed by Defendants as a member of the Core Faculty  
23 as an Assistant Professor on September 1, 2007. Initially, Dr. Addison was working under a  
24 temporary one year contract.

25 15. Addison entered into a 2-year employment contract with Defendant JFKU on July 1,  
26 2008. That contract provided that Addison could only be terminated during the term of the  
27 contract for just cause.

28 16. Under the terms of the contract between Addison and JFKU, the contract would be  
automatically renewed through June 30, 2012 if it was not canceled by April 1, 2010. Neither  
side canceled the contract by April 1, 2010, thus Addison's contract with JFKU was extended  
through June of 2012. A true and correct copy of the contract is attached to this complaint as  
Exhibit A and is incorporated by reference.

1 17. At all times during her employment with JFKU, Addison was fully qualified for her  
2 position and performed her job responsibilities competently and conscientiously having never  
3 received any negative performance evaluations.

4 18. On June 21, 2010, Defendants terminated Plaintiff's employment in a letter signed by  
5 Stargardter, dated June 21, 2010, and effective June 30, 2010. Defendant Stargardter stated in  
6 that letter that he was terminating Addison's employment because of her performances in a  
7 burlesque show entitled "Hubba Hubba Revue." No other reason was given for Addison's  
8 termination.

9 19. During and at all relevant times herein Dr. Addison was involved in a San Francisco based  
10 burlesque show, entitled "Hubba Hubba Revue," (herein "The Revue") which provides political  
11 and social commentary on gender, sexuality, and body image stereotypes. The Revue consists of  
12 vaudeville and burlesque skits that challenge gender roles and 'typical' body images while  
13 exploring the subversion of sexuality through performance art. Dr. Addison's performances have  
14 content related to human sexuality and feminist theory.

15 20. Addison's never publicized her involvement in The Revue on campus or discussed it with  
16 students.

17 21. Addison's university affiliation was never identified in her performances or its  
18 advertisements and she did not perform under her real name; she performed under a pseudonym.

19 22. The stated and actual reasons for terminating Addison's employment did not constitute  
20 "good cause" or "just cause" under applicable California and federal law.

21 23. During the period of time in which Dr. Addison was performing in the Hubba Hubba  
22 Revue a similarly situated male professor in another department was performing in a one-man  
23 play outside of the university which included disrobing and partial nudity on stage. This male  
24 professor had invited students and faculty to view his performances and advertised such  
25 performances on campus. However, the male professor was held to a different standard because  
26 of his gender and was not disciplined for his performance.

27 24. Dr. Addison's termination on these grounds violates federal Title VII, the California Fair  
28 Employment and Housing Act, California Labor Code § 1102, and JFKU's own accreditation  
standards as required by the Western Administration of Schools and Colleges (herein "WASC")  
as it constitutes retaliation and discrimination based on gender, sexual orientation, and failure to  
conform to prescribed gender norms, as well as infringing upon Dr. Addison's right to engage in  
protected political activities pursuant to Cal. Labor Code § 1101 and § 1102.



**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**  
**(Against JFKU and National)**

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4 32. Plaintiff realleges and incorporates by reference paragraphs 1 through 31 of this  
5 complaint.

6 33. Addison's contract with JFKU provided that she could only be terminated for "just  
7 cause."

8 34. At the time of her termination, there was no reason which constituted "just cause" for  
9 JFKU's termination of Addison.

10 35. Throughout her employment with JFKU, Addison has performed all conditions,  
11 covenants, and promises required by her to be performed in accordance with the terms and  
12 conditions of the employment contract.

13 36. Defendant JFKU holds itself out to its faculty, including Addison, students and the general  
14 public as adhering to the accreditation standards required by the Western Association of Schools  
15 and Colleges ("WASC").

16 37. WASC Handbook of Accreditation requires accredited institutions to maintain "a widely  
17 disseminated written policy statement of commitment to academic freedom in teaching, leaning,  
18 research, publication, and oral presentation."

19 38. JFKU published such a policy as required by the WASC, but violated that policy in its  
20 termination of Addison.

21 39. WASC and the American Psychological Association (APA) both require JFKU to commit  
22 to and post statements expressing its commitment as an institution to diversity.

23 40. JFKU posted a policy stating that it had committed to, *inter alia*:

- 24 a. "An ongoing practice of openness and respect for people with experiences, beliefs,  
25 and traditions different from our own;
- 26 b. An understanding that diverse cultural backgrounds, life experiences, challenges,  
27 and values of faculty, students, staff, and administrators creates a dynamic learning  
28 community vital for academic excellence;
- c. A recognition that, in alignment with our commitment to academic excellence,  
openness to difference exposes students and faculty to broader perspectives,  
fosters deeper critical analysis, and opens new vistas for scholarly inquiry . . . ."

41. Addison had the right to expect JFKU to adhere to the WASC and APA standards and its  
own stated policies in interpreting what constituted "just cause" for termination of her

1 employment contract and in its treatment of her as a faculty member. Defendants' termination of  
2 Dr. Addison contravenes these required principles and standards.

3 42. As a direct and proximate cause of Defendants' breach of contract, Plaintiff has and  
4 continues to suffer actual damages, including but not limited to, lost wages, benefits, and  
5 contributions for retirement, cost of job search, and cost of continuing education no longer funded  
6 by the University.

## 7 **SECOND CAUSE OF ACTION**

### 8 **(Breach of Implied Covenant of Good Faith and Fair Dealing)** 9 **(Against JFKU and National)**

10 43. Plaintiff realleges and incorporates by reference paragraphs 1 through 42 of this  
11 complaint.

12 44. A contract existed between Defendant JFKU and Plaintiff. Inherent in contractual  
13 relationships is a covenant of good faith and fair dealing, which implies, *inter alia*, (a) each party  
14 in the relationship must act with good faith toward the other concerning all matters related to the  
15 employment; (b) each party in the relationship must act with fairness toward the other concerning  
16 all matters related to the employment; (c) neither party would take any action to unfairly prevent  
17 the other from obtaining the benefits of the employment relationship; (d) Defendant employer  
18 would similarly treat employees who are similarly situated; (e) Defendant employer would  
19 comply with its own representations, rules, policies, and procedures in dealing with Plaintiff;  
20 (f) Defendant employer would not terminate Plaintiff without a fair and honest cause, regulated  
21 by good faith on defendant employer's part; (g) Defendant employer would not terminate Plaintiff  
22 in an unfair manner; and (h) Defendant employer would give Plaintiff's interests as much  
23 consideration as it gave its own interests.

24 45. JFKU's termination of Addison breached this covenant in that, *inter alia*, it was not done  
25 in good faith, was unfair to Addison and treated her differently from other similarly situated  
26 employees, prevented Addison from obtaining the benefits of the employment relationship, failed  
27 to comply with JFKU's own representations, rules, policies, and procedures in dealing with  
28 Addison, failed to give any consideration to Addison's interests, and in other ways set forth  
herein.

46. As a direct and proximate cause of Defendants' breaches, Plaintiff has and continues to  
suffer actual damages, including but not limited to, lost wages, benefits, contributions for  
retirement, cost of job search, and cost of continuing education no longer funded by JFKU.

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**THIRD CAUSE OF ACTION**

**(Unfair Business Practices in Violation of Business and Professions Code § 17200 et. seq.)  
(Against All Defendants)**

47. Plaintiff realleges and incorporates by reference paragraphs 1 through 46 of this complaint.

48. Defendants have followed and continue to follow the unlawful and unfair business practice of disparate treatment of similarly situated male and female faculty.

49. Defendants have followed and continue to follow the unlawful and unfair business practice of holding out to employees, potential employees, accreditation agencies, students, and potential students that they adhere to the standards required by the Western Association of Schools and Colleges ("WASC"). Defendants' termination of Dr. Addison was in direct violation of WASC standards which constituted unfair competition with other WASC accredited colleges and universities who adhere to WASC standards.

50. Defendants have followed and continue to follow the unlawful and unfair business practice of failing to compensate employees for unused accrued vacation time in violation of Cal. Labor Code § 227.3. Defendants have been unjustly enriched by this practice as they are able to retain earned wages owed to their employees.

51. Defendants JFKU and National have profited from the unfair business policies set forth above.

52. The foregoing unfair business practices offend the policies of the State of California and the United States and have caused substantial harm to California consumers and to competitors.

53. As a direct and proximate result of Defendants' unfair and deceptive business practices, Plaintiff has been injured. By reason of the foregoing, Defendants have been unjustly enriched and should be required to disgorge their illicit profits and/ or make restitution to Plaintiff and other California consumers who have been harmed and/ or should be enjoined from continuing such practices in violation of Cal. Bus. Code § 17203 and § 17204. Additionally, Plaintiff is entitled to injunctive relief and attorneys fees as available under Cal. Bus. Code § 17200, and related sections.

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**FOURTH CAUSE OF ACTION**

**(Individual and Representative Claims via Labor Code § 2698, et seq. for Violations of  
California Labor Code §§ 201, 203, 227.3)  
(Against Defendants JFKU and National)**

54. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 of this complaint.

55. Pursuant to Cal. Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

56. Defendants violated Cal. Labor Code § 201 when they failed to provide Dr. Addison with her final pay immediately upon her termination. Full payment has still not been made in accordance with Cal. Labor Code § 201, in that, when payment arrived at a later date the payment did not include unpaid vacation wages which were due and owing.

57. Cal. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

58. Cal. Labor Code § 227.3 provides, in pertinent part: "Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

59. Plaintiff is informed and believes and based thereon alleges that others have suffered from similar improper treatment.

60. Plaintiff prays for individual relief and is entitled to wages due, interest, and liquidated damages pursuant to Cal. Labor Code § 201, 203, 227.3 and any other relevant provisions.

61. Also, pursuant to the Private Attorneys General Act (herein "PAGA"), Plaintiff makes a claim for civil penalties on behalf of herself and others similarly situated and is entitled to attorneys fees and costs.

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**FIFTH CAUSE OF ACTION**

**(Individual and Representative Claims via Labor Code § 2698, et seq. for Violations of  
California Labor Code §§ 1101, 1102)  
(Against Defendants JFKU and National)**

62. Plaintiff realleges and incorporates by reference paragraphs 1 through 61 of this complaint.

63. Addison's performance in the Hubba Hubba Revue constitutes political speech and communication under California and federal law.

64. California Labor Code § 1101 provides that:

"No employer shall make, adopt, or enforce any rule, regulation, or policy:

(a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office.

(b) Controlling or directing, or tending to control or direct the political activities or affiliations of employees."

65. Defendants violated Cal. Labor Code § 1101, when they terminated Dr. Addison for her political speech.

66. Cal. Labor Code § 1102 provides that:

"No employer shall coerce or influence or attempt to coerce or influence his employees through or by means of threat of discharge or loss of employment to adopt or follow or refrain from adopting or following any particular course or line of political action or political activity."

67. Defendants violated Cal. Labor Code § 1102, when they terminated Dr. Addison for her political speech.

68. As a direct and proximate cause of Defendants' violation of these chapters of the California Labor Code, Plaintiff has and continues to suffer actual damages, including but not limited to, lost wages, interest, benefits, and contributions for retirement, cost of job search, and cost of continuing education no longer funded by the University.

69. Plaintiff is informed and believes and based thereon alleges that others have suffered from similar improper treatment.

70. Also, pursuant to the Labor Code § 2698, Plaintiff makes a claim for civil penalties on behalf of herself and others similarly situated and is entitled to attorneys fees and costs.

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**SIXTH CAUSE OF ACTION**

**(Claim for Violations of California Labor Code § 98.6)  
(Against Defendants JFKU and National)**

71. Plaintiff realleges and incorporates by reference paragraphs 1 through 70 of this complaint.

72. Addison's performance in the Hubba Hubba Revue constitutes political speech and communication under California and federal law.

73. California Labor Code § 98.6 provides, *inter alia* that:

“(a) No person shall discharge an employee or in any manner discriminate against any employee or applicant for employment because . . . because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

(b) Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of his or her employment because the employee engaged in any conduct delineated in this chapter, . . . shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer. Any employer who willfully refuses to hire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.”

74. Addison's performance in the Hubba Hubba Revue constitutes a right afforded her within the meaning of California Labor Code § 98.6.

75. Defendants JFKU and National violated Cal. Labor Code § 98.6, when they terminated Dr. Addison for her performance in the Hubba Hubba Revue.

76. As a direct and proximate cause of Defendants' violation of California Labor Code § 98.6, Plaintiff has and continues to suffer actual damages, including but not limited to, lost wages, interest, benefits, and contributions for retirement, cost of job search, and cost of continuing education no longer funded by the University.

**SEVENTH CAUSE OF ACTION**

**SEX DISCRIMINATION**

**(In Violation of Title VII of the Civil Rights Act of 1964,  
§ 42 U.S.C. 2000(e) *et seq.*, as Amended)  
(Against Defendants JFKU and National)**

77. Plaintiff realleges and incorporates by reference paragraphs 1 through 76 of this complaint.

78. Dr. Addison believes and herein alleges that the decision to terminate her employment

1 with JFKU was motivated by her sex.

2 79. A similarly situated male employee who engaged in substantially similar performances to  
3 those which were the stated basis for JFKU's termination of Addison was never been disciplined  
4 by Defendants for his involvement in such activities.

5 80. Addison's performances in the Hubba Hubba Revue were designed to challenge  
6 traditional views of the role of women.

7 81. Addison believes and herein alleges that the decision to terminate her employment with  
8 JFKU was motivated by her failure to conform to stereotype for her gender.

9 82. Defendants' discrimination based on sex against Addison is in violation of Title VII of the  
10 Civil Rights Act of 1964, 42 U.S.C. § 2000(e)-2(a)(1), as amended.

11 83. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
12 intentional discrimination against Plaintiff, she has sustained and continues to sustain substantial  
13 losses in earnings and job benefits.

14 84. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
15 intentional discrimination against Plaintiff, she has sustained and continues to suffer humiliation,  
16 embarrassment, mental anguish, and emotional distress and discomfort according to proof.

17 85. Defendants and each of them, have committed the acts herein alleged maliciously and  
18 oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional  
19 motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly,  
20 Plaintiff prays for punitive damages according to proof.

21 86. Plaintiff is entitled to attorneys fees and costs pursuant to 42 U.S.C. § 2000(e) *et. seq.*

## 22 EIGHTH CAUSE OF ACTION

### 23 HARASSMENT FOR FAILURE TO CONFORM TO GENDER NORMS

24 (In Violation of Title VII of the Civil Rights Act of 1964,  
25 § 42 U.S.C. 2000(e)-2(a)(1), as Amended)  
26 (Against Defendants JFKU and National)

27 87. Plaintiff realleges and incorporates by reference paragraphs 1 through 86 of this  
28 complaint.

88. Defendants' claim that Dr. Addison's involvement with the Hubba Hubba Revue brought  
"public disrespect, contempt, and ridicule to the university" evidences the University's disgust for  
a woman performing in politically, socially, and sexually based performance art.

89. Defendants terminated Addison's employment based on her performance in the Hubba  
Hubba Revue.

1 90. Addison believes and herein alleges that the decision to terminate her employment with  
2 JFKU was motivated by her failure to conform to stereotype for her gender.

3 91. Defendants' conduct constitutes harassment based on the protected category of sex as it is  
4 based on Addison's failure to conform her conduct to the stereotypes for her gender.

5 92. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
6 intentional discrimination against Plaintiff, she has sustained and continues to sustain substantial  
7 losses in earnings and job benefits.

8 93. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
9 intentional discrimination against Plaintiff, she has sustained and continues to suffer humiliation,  
10 embarrassment, mental anguish, and emotional distress and discomfort according to proof.

11 94. Defendants and each of them, have committed the acts herein alleged maliciously and  
12 oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional  
13 motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly,  
14 Plaintiff prays for punitive damages according to proof.

15 95. Plaintiff is entitled to attorneys fees and costs pursuant to 42 U.S.C. § 2000(e) *et. seq.*

#### 16 **NINTH CAUSE OF ACTION**

#### 17 **SEX DISCRIMINATION**

18 **(Fair Employment and Housing Act Government Code § 12940 *et seq.*)**  
19 **(Against Defendants JFKU and National)**

20 96. Plaintiff realleges and incorporates by reference paragraphs 1 through 95 of this  
21 complaint.

22 97. Government Code § 12940(a) prohibits an employer from discriminating against and/or  
23 harassing a person on the basis of their sex or sexual orientation.

24 98. Defendants were at all relevant times employers within the meaning of Cal. Gov. Code §  
25 12926(d), and as such, are barred from discriminating against an employee on the basis of their  
26 sex or sexual orientation as set forth in Cal. Gov. Code § 12940(a).

27 99. Defendants and each of them, failed to comply with their statutory duty to take reasonable  
28 steps necessary to prevent discrimination due to sex, from occurring in the workplace and to  
prevent it from occurring in the future in violation of Cal. Gov. Code § 12940(k).

100. Defendants, by the acts set forth above, discriminated against Plaintiff in the terms and  
conditions of her employment, and fired her based on unlawful considerations of her gender, in  
violation of Cal. Gov. Code § 12940, and related sections.

1 101. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
2 intentional discrimination against Plaintiff, she has sustained and continues to suffer humiliation,  
3 embarrassment, mental anguish, and emotional distress and discomfort according to proof.

4 102. Defendants and each of them, have committed the acts herein alleged maliciously and  
5 oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional  
6 motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly,  
7 Plaintiff prays for punitive damages according to proof.

8 103. Plaintiff is entitled to attorneys fees and costs pursuant to Cal. Gov. Code § 12965(b).

#### 9 TENTH CAUSE OF ACTION

#### 10 HARASSMENT FOR FAILURE TO CONFORM TO GENDER NORMS

11 (Fair Employment and Housing Act Government Code § 12940 *et seq.*)  
12 (Against All Defendants)

13 104. Plaintiff realleges and incorporates by reference paragraphs 1 through 103 of this  
14 complaint.

15 105. Defendants' claim that Dr. Addison's involvement with the Hubba Hubba Revue brought  
16 "public disrespect, contempt, and ridicule to the university" evidences the University's disgust for  
17 a woman performing in politically, socially, and sexually based performance art.

18 106. Defendants terminated Addison's employment based on her performance in the Hubba  
19 Hubba Revue.

20 107. Defendants' conduct constitutes harassment based on the protected category of sex as it is  
21 based on Addison's failure to conform her conduct to the stereotypes for her gender.

22 108. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
23 intentional discrimination against Plaintiff, she has sustained and continues to sustain substantial  
24 losses in earnings and job benefits.

25 109. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and  
26 intentional discrimination against Plaintiff, she has sustained and continues to suffer humiliation,  
27 embarrassment, mental anguish, and emotional distress and discomfort according to proof.

28 110. Defendants and each of them, have committed the acts herein alleged maliciously and  
oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional  
motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly,  
Plaintiff prays for punitive damages according to proof.

111. Plaintiff is entitled to attorneys fees and costs pursuant to Cal. Gov. Code § 12965(b).

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**ELEVENTH CAUSE OF ACTION**  
**FAILURE TO TAKE STEPS REASONABLY NECESSARY TO**  
**PREVENT HARASSMENT AND DISCRIMINATION**

**(Fair Employment and Housing Act Government Code § 12940, subdivisions (j) and (k))**  
**(Against All Defendants)**

112. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 111 of this complaint.

113. Defendants and each of them, failed to comply with their statutory duty to take reasonable steps necessary to prevent discrimination due to sex, from occurring in the workplace and to prevent it from occurring in the future in violation of Cal. Gov. Code § 12940(k).

114. Plaintiff is informed and believes and thereon alleges that such failure to act and violation of FEHA caused Plaintiff to be harassed and discriminated against, as alleged above.

115. As a direct, foreseeable and proximate result of Defendants' willful, knowing, and intentional violation of FEHA against Plaintiff, she has sustained and continues to suffer humiliation, embarrassment, mental anguish, and emotional distress and discomfort according to proof.

116. Defendants and each of them, have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff prays for punitive damages according to proof.

117. Plaintiff is entitled to attorneys fees and costs pursuant to Cal. Gov. Code § 12965(b).

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**TWELFTH CAUSE OF ACTION**  
**(Tortious Termination in Violation of Public Policy)**  
**(Against Defendants JFKU and National)**

118. Plaintiff realleges and incorporates by reference paragraphs 1 through 117 of this complaint.

119. Plaintiff's termination was in violation of fundamental public policies of the state of California, to wit, the right to engage in protected political activities pursuant to Cal. Labor Code § 1101 and § 1102.

120. Dr. Addison's termination was in violation of fundamental public policies of the state of California, to wit, the right to be free of discrimination and/ or harassment on the basis of her sex.

1 121. As a result of the wrongful conduct of Defendants and each of them, Plaintiff has suffered  
2 damages, including but not limited to lost wages, interest, benefits, contributions for retirement,  
3 damage to future employment, emotional distress, cost of job search, and cost of continuing  
4 education no longer funded by the University.

5 122. In doing the acts herein alleged, Defendants, and each of them, acted with oppression,  
6 fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore  
7 entitled to punitive damages in an amount according to proof at the time of trial.

### 8 **THIRTEENTH CAUSE OF ACTION**

#### 9 **(Defamation)**

#### 10 **(Against All Defendants)**

11 123. Plaintiff realleges and incorporates by reference paragraphs 1 through 122 of this  
12 complaint.

13 124. Defendants defamed Dr. Addison by publishing statements to students and faculty  
14 accusing her of bringing "public disrespect, contempt, and ridicule to the university as a result" of  
15 her performances with The Hubba Hubba Revue. In a correspondence to Dr. Addison, and other  
16 faculty, Defendants claim Dr. Addison's students had "lost respect for her as an instructor in a  
17 program that requires rapport between the student and instructor." Defendants further published  
18 that Dr. Addison "should be aware that word concerning the videos [of her performances] spread  
19 rapidly among students" and that the students were "shocked and dismayed when they saw the  
20 videos of her performances at the Hubba Hubba Revue."

21 125. Defendants claim Dr. Addison's politically based performances "materially harmed" the  
22 University and that "termination of her employment was the only reasonable alternative" and that  
23 this "was not a situation in which a warning followed by modification of behavior would be  
24 appropriate....the damage had already occurred."

25 126. Plaintiff is informed and believes and based thereon alleges that Defendants have  
26 published these statements widely to JFKU and to the broader academic community.

27 127. As a direct and proximate result of Defendants' conduct, Dr. Addison has been damaged  
28 in her professional and personal reputation, and has suffered economic loss as well as mental  
anguish and emotional distress.

128. Defendants' conduct was willful and intentional and done for the purpose of belittling Dr.  
Addison and depriving her of her reputation, dignity, property, and, legal rights. Defendants'  
conduct was despicable and subjected Dr. Addison to cruel and unjust hardship in conscious

1 disregard of her rights, so as to justify an award of punitive damages.

2 **FOURTEENTH CAUSE OF ACTION**  
3 **(False Light Invasion of Privacy)**  
4 **(Against All Defendants)**

5 129. Plaintiff realleges and incorporates by reference paragraphs 1 through 128 of this  
6 complaint.

7 130. Defendants, through the above described published materials, gave publicity to matters  
8 concerning Plaintiff that unreasonably placed her in a false light and violates her right to privacy.

9 131. The false light in which Dr. Addison has been placed would be highly offensive to a  
10 reasonable person.

11 132. Defendants acted with reckless disregard for the true nature of Dr. Addison's politically-  
12 based performances with the Hubba Hubba Revue and chastised her "behavior" to students and  
13 faculty. Defendants claim Dr. Addison brought "public disrespect, contempt, and ridicule to the  
14 university as a result" of her performances with The Hubba Hubba Revue.

15 133. Plaintiff is informed and believes and based thereon alleges that Defendants have  
16 published these statements widely to JFKU and to the broader academic community.

17 134. While neither the University nor its administrators may subscribe to the political message  
18 behind Dr. Addison's performances or the Revue's avant-garde nature, mere disagreement or  
19 discomfort is not a sufficient basis for the public contempt and false light in which Defendants  
20 have portrayed Dr. Addison, her political performances, and the Hubba Hubba Revue.

21 135. Defendants have failed to provide Dr. Addison with any explanation of how her  
22 performances with The Revue harmed the university or impacted her credibility with students; as  
23 such these claims are tenuous and unsupported.

24 136. As a direct and proximate result of Defendants' conduct, Dr. Addison has been damaged  
25 in her professional and personal reputation, and has suffered economic loss as well as mental  
26 anguish and emotional distress.

27 137. Defendants' conduct was willful and intentional and done for the purpose of belittling Dr.  
28 Addison and depriving her of her reputation, dignity, property, and, legal rights. Defendants'  
conduct was despicable and subjected Dr. Addison to cruel and unjust hardship in conscious  
disregard of her rights, so as to justify an award of punitive damages.

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**FIFTEENTH CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress)**  
**(Against All Defendants)**

138. Plaintiff realleges and incorporates by reference paragraphs 1 through 137 of this complaint.

139. Defendants intentionally treated Dr. Addison in an extreme and outrageous manner by demeaning her for her involvement in politically-based performance art. Defendants had no legitimate business purpose for this degrading and/ or humiliating treatment.

140. Defendants, knowingly and intentionally, publically degraded, embarrassed, and humiliated Dr. Addison amongst administrators, faculty, and students.

141. As a direct and proximate cause of Defendants' intentional misconduct Dr. Addison experienced severe emotional distress.

142. The actions of Defendants and each of them, as set forth herein, were outrageous and severe and were calculated to lead to the degradation, embarrassment, humiliation, and mental anguish of Plaintiff.

143. Defendants and each of them abused their special positions as Plaintiff's employers, supervisors, managing agents, and directors.

144. As a direct and proximate result of Defendants' conduct, Dr. Addison has suffered and continues to suffer loss of income and benefits, emotional distress, embarrassment, humiliation, and mental anguish and severe injury to her professional and personal reputation.

145. In doing the acts herein alleged, Defendants, and each of them, acted willfully, oppressively, maliciously, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages in an amount according to proof at the time of trial.

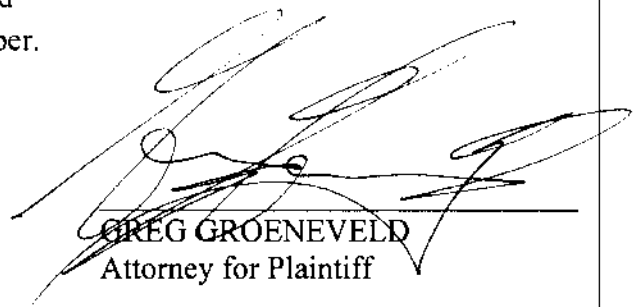
WHEREFORE Plaintiff prays for judgment against Defendants as follows:

1. For back pay, according to proof along with compensation for all lost benefits;
2. For front pay, according to proof along with compensation for all lost benefits;
3. For other compensatory damages;
4. For payment of all statutory obligations and penalties as required by law including those recoverable for Plaintiff and others under the Private Attorney General's Act;
5. For interest provided by law including, but not limited to, California Civil Code § 3291;
6. For restitution and other equitable relief;
7. For punitive damages;

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- 8. For statutory attorneys fees and costs; and
- 9. Such other relief as the Court deems proper.

**Dated: March 8, 2011**

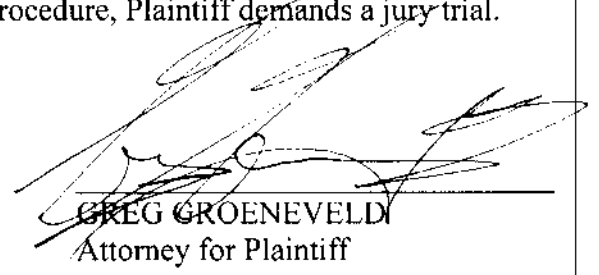


GREG GROENEVELD  
Attorney for Plaintiff

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a jury trial.

**Dated: March 8, 2011**

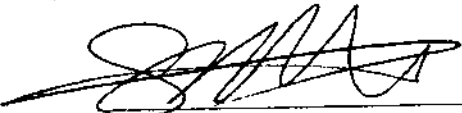


GREG GROENEVELD  
Attorney for Plaintiff

**VERIFICATION OF COMPLAINT**

1  
2 I, Sheila M. Addison, a citizen of the United States and resident of the State of California,  
3 hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read the  
4 foregoing Verified Complaint and the factual allegations therein, and the facts as alleged are true  
5 and correct.

6 Executed this 8 day of March, 2011, at Oakland, California.

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8 SHEILA M. ADDISON  
9 Plaintiff

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